9908

C.

C

BITTANEA

REGISTERED

100K 454 PAGE 2007

96 SEP 10 PM 12: 20

Projette of DEEDS

**DECLARATION** 

Ċ,

**OF** 

RESTRICTIVE COVENANTS

**FOR** 

## BEAVERDAM INDUSTRIAL PARK

THIS DECLARATION is made the 20th day of May, 1996, A.D., by Haywood County, North Carolina, (herein referred to in the neuter singular as "DECLARANT"):

# RECITALS:

- 1. DECLARANT is the Owner and Developer of that certain real property located in Beaverdam Township, Haywood County, North Carolina, known as the Beaverdam Industrial Park (the Development), which Development is described in that certain Deed, dated July 15, 1993 recorded in Deed Book 436, Page 1513, Haywood County Registry.
- 2. The DECLARANT intends to sell and convey the lots and parcels within the Development for the purpose of an Industrial Park and, before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes, and charges under the general plan or scheme of improvements for the benefit of all lots and parcels in the Development and for the benefit of the Owners and future Owners thereof.

NOW, THEREFORE, the DECLARANT declares that all of the lot and parcels in the Development are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the provisions of this DECLARATION, all of which are declared by the DECLARANT, and agreed by DECLARANT'S successors in title, to be in

furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

**分析性的關係** 

C

C

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between their respective Owners of all such lots and parcels; to create privity of contract and estate between the Grantors of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all others such lots and parcels in the Development and their respective Owners present and future.

## I. Definitions

The following terms used in this Declaration are defined as follows:

- A. "Common Areas" means all parking areas, pedestrian walks and malls, garden or landscaped areas, utilities or utility lines, including storm and sanitary sewers, pipes and appurtenances, water pipes, fire hydrants and appurtenances, electrical conduits, lines, splice boxes, transformer vaults, entrance and exit drives, driveways, parkways and roadways and easements for ingress and egress thereof, and any other property (real, personal or mixed) or interest therein which the DECLARANT declares to be a common area. Common Areas shall not include any lot conveyed to any owner other than the DECLARANT herein except for any specific reservations or easements contained in the deed to said lot.
- B. "Declarant" means Haywood County, North Carolina acting through its Board of Commissioners or their assignee or designee.
- C. "Declaration" means the Declaration of Restrictive Covenants for Beaverdam Industrial Park, dated the 4th day of September, 1996 and as the same may be supplemented or amended from time to time.

D. "Development" means all that certain property described in that Deed recorded in Deed Book 436, Page 1513, Haywood County Registry, plus any annexations or additions thereto.

Ų,

- E. <u>"Improvements"</u> means all buildings, out-buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antenna, water lines, sewer lines or gas lines, and any other structure of any type or kind or any land clearing whatsoever.
  - F. "Industrial" means manufacturing, assembly and/or warehousing.
- G. <u>"Association"</u> means such organization of owners, incorporated or not, which may be formed by <u>DECLARANT</u> to perform such duties and exercise such rights under this declaration as might be set forth in its organizational documents and in an assignment to be recorded in the Haywood County Registry.
- H. "Lor" means any parcel of land separately described, located within the property together with an appurtenant easement for pedestrian and vehicular egress and ingress thereto over and across each road abutting such lot which is shown on any recorded plat or referred to in any deed. The boundary of a lot shall be as defined on any plat or in any deed.
- I. <u>"Owner"</u> means any person, firm, corporation, or other legal entity (including the <u>DECLARANT</u>) who or which holds fee simple title to any lot.
- J. "Plat' means the map or plat of the Development as they may be from time to time recorded.

## II. RESTRICTIONS

C,

It being the intention of <u>DECLARANT</u> to encourage the maximum employment of personnel at the Industrial Park and to allow, permit and aid the full and complete utilization of the Development as an Industrial Park, the following

-3-

shall be applicable to all lots within the Development and each Owner, as to his lot or parcel, covenants to observe and perform the same.

7

- A. Lots shall be used for industrial business purposes only. No lot shall consist of less than one acre, and no lot shall be divided or subdivided into less than one acre.
- B. No improvement shall be made to any lot within the Development without the express written approval of the DECLARANT as defined herein or DECLARANT'S designee or assignee.
- C. Construction of any improvements upon any lot, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for one hundred eighty (180) consecutive days, or which have been totally or partially destroyed and not rebuilt within twelve (12) months shall be deemed to be nuisances. the DECLARANT may remove any such nuisance at the cost of the Owner of the lot upon which said nuisance may exist. The Owner of any lot upon which construction is occurring shall pay to the DECLARANT any additional costs of road maintenance occasioned by such construction.
- D. All lots, whether occupied or unoccupied, and all improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the DECLARANT shall have the right, through its agents and/or employees to rectify such offensive situations and the cost of such undertakings shall be added to and become a part of the annual assessment to which a lot is subject. Neither the DECLARAN nor any of its agents, employees, or contractors shall be liable for

C

any damage which may result from the performance of any services herein authorized.

- E. No noxious, offensive or illegal activities or nuisances shall be permitted on any lot.
- F. No person shall erect or maintain upon any lot or improvement any sign or advertisement without prior approval of the DECLARANT.
- G. No Owner shall accumulate on his lot any form of junk, inoperable vehicles, litter, refuse, or garbage except in receptacles approved by the DECLARANT for such purposes.
- H. No travel trailer, mobile homes, relocatable dwelling, tent, lean-to, or other temporary shelter may be placed or erected on any lot except during the construction of the permanent structure approved by the <u>DECLARANT</u> for said lot.
- I. There shall be no access from any lot on the perimeter of the Development to any lands or roads adjacent to such perimeter lot other than as designated upon recorded plats of the development or as permitted by variances, and no Owner may grant a right-of-way through his lot for the purpose of affording access to property not within the Development. This provision shall not apply to the DECLARANT or their successors and assigns.
- J. Except with the express written and recorded consent of the DECLARANT, no lot shall be further sub-divided nor shall the lines of any lot be rearranged, moved, or relocated.

C

K. No oil or gas wells shall be drilled on any lot, nor shall there be any excavation for the extraction of minerals on any lot. No earth shall be removed from a lot except for construction of the approved improvements and in those

instances, excavation shall not commence until a reasonable time prior to commencement of construction. No industrial waste may be stored on the premises. The premises shall not be used as a landfill.

Parith Man

C

 $\mathbf{C}$ 

Ü

### III. ARCHITECTURAL CONTROL

- A. General Powers: All improvements constructed or placed on any lot must first have the written approval of the DECLARANT or its duly authorized agent. Such approval shall be granted only after written application has been made to the DECLARANT in the manner and form prescribed by it. The application, to be accompanied by two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvements proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the DECLARANT may require, including soil, engineering, and geologic reports and recommendations.
- B. Grounds for Disapproval: The DECLARANT or its duly authorized agent may disapprove any application:
  - If such application does not comply with this Declaration;
  - (2) Because of the reasonable dissatisfaction of the DECLARANT with such plans; or
  - (3) If, in the judgment of the <u>DECLARANT</u> reasonably exercised, the proposed improvements will be inharmonious with the <u>Development</u>, or with the improvements erected on other lots.
  - C. Rules and Regulations: The DECLARANT has established

development standards and requirements as set forth in Article IV. The DECLARANT may, from time to time adopt other written rules and regulations and development standards of general application governing its procedures which may include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, reasonable time period for approval by reason of failure to disapprove, etc.

SHEETERS

C

C

- D. <u>Variances</u>: The <u>DECLARANT</u> may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other lots.
- E. <u>Certification of Compliance</u>: At any time prior to completion of construction of an improvement, the <u>DECLARANT</u> may require a certification, upon such forms as it shall furnish, from the contractor, Owner, or a licensed surveyor that such improvement does not violate any set-back, ordinance, or statute nor encroach upon any easement or right-of-way of record.
- F. Liability: Notwithstanding the approval by the DECLARANT of plans and specifications or its inspection of the work in progress, neither it nor any person acting in behalf of any of it shall be responsible in any way for any defects in any plans or specifications or other material submitted to the DECLARANT, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

### IV. DEVELOPMENT STANDARDS AND REQUIREMENTS

÷

- A. General: These development standards and requirements are adopted pursuant to Article III (C).
- B. Objectionable Uses: Lots shall be used for industrial business purposes only in compliance with Article II. No use will be made of any lot or any portion thereof or any building

or structure thereon at any time, nor shall any materials or products be manufactured, processed or stored thereon or therein, which shall cause an undue fire hazard to adjoining properties, which shall constitute a nuisance or cause the emission of wastewater discharges, noxious odors, liquids, gases, dust, fumes, or smoke or cause noises or other conditions which might injure the reputation of the lot in question or neighboring properties or which shall constitute a violation of any applicable law of the United States, the State of North Carolina or any regulation or ordinance promulgated thereunder.

C. Plans and Specifications: In compliance with Article III, no building, fence, wall, sign, roadway, loading facility, parking area, site grading, planting, landscaping, facility or industrial waste or sewage disposal, nor any other improvement shall be commenced erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), nor shall any change in the use of any premises be made, until the plans and specifications thereof or, showing the nature, kind, shape, height, materials, color scheme, lighting and location on the lot of the proposed improvements, grading, landscaping or alterations and the proposed use or change in the use of the premises, shall have been submitted to and approved by the Haywood County Board of Commissioners and a copy of such plans and specifications are finally

 $\mathbf{C}$ 

C

a specific and the second

10 1

てく

San Mark Control of the William States and the Control of the Cont

approved lodged permanently with the board which approval shall not be unreasonably withheld. No building permit shall be issued by Haywood County without evidence of such written approval by the Board of Commissioners. Construction and alterations shall be in accordance with the requirements of the NC Building Codes or other building codes aplicable in Haywood County.

TRANSPORT

C.

1

D. Subdivision and Resale Rights: A lot cannot be subdivided and sold by a grantee without written consent of the Haywood County Board of Commissioners.

E. Setbacks: No building or structure shall be erected closer than seventy five (75) feet to any front lot line, or closer than fifty (50) feet to any other boundary line of the site on which it is located. It is hereby declared that said area between the building lines and the property lines is to be used either for open landscaped and green areas or for off-street parking areas. All setback areas facing roads between the front building line and the curb, with the exception of driveways, parking areas, sidewalks and other walk ways shall be used exclusively for the planting and growing of threes, shrubs, lawns and other ground covering or material as approved by the Haywood County Board of Commissioners.

F. Buildings: No buildings shall be constructed with wooden frame. Any buildings constructed in the Park shall be of masonry or enamel metal construction, its equivalent or better. The exterior walls of each building where exposed to designated streets, including the side walls to a minimum depth of ten (10) feet, shall be finished with face brick, glass, masonry or stone, its equivalent or better, from finished grade to a minimum of 7' 6". The exterior finish of the remainder of the side walls shall be common brick, concrete, concrete blocks, tile blocks, or tile

-9.

S

bricks, glass or enamel metal siding, their equivalent or better. No galvanized sheet metal will be permitted. All other types of construction not covered in the above must be first submitted to and have the written approval of the Haywood County Board of Commissioners.

- G. Parking and Access: All driveways and parking areas shall be constructed with asphalt or concrete and shall include adequate drainage facilities to dispose of all surface water. Parking area shall be located at least fifteen (15) feet from a public street right of way and at least fifteen (15) feet from any other boundary line of the site. Parking may be permitted in front of the building, provided that such parking does not exceed forty percent (40%) of the property in front of the building. The minimum paved parking area shall be one (1) parking space for each two (2) employees normally employed on the largest working shift. A "parking space" shall be two hundred (200) square feet set aside for the parking of the car, driveways and other spaces for the movement of cars shall not be included in computing the two hundred (200) square feet minimum required parking space hereunder. All parking areas used at night shall be lighted to provide reasonable safety. No parking shall be permitted on any street or road, either public or private or at any place other than the paved parking spaces provided in accordance with the foregoing, and each owner shall be responsible for compliance by its employees and visitors. Off street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property.
- H. Loading and Unloading: No loading docks shall be permitted on the front of any building in the park. Provisions for handling all freight must be on those sides of any building which does not face a frontage street.

C

I. Storage: No accessory building shall be constructed to permit the keeping of materials, supplies, products or equipment in the open or exposed to public view. When necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least high enough to screen the materials from sight at ground level; said storage shall be limited to the rear two-thirds of the property. Bulk storage above ground of all liquids, including gasoline and petroleum products on the outside of the buildings, shall be permitted only in locations as approved by the Haywood County Board of Commissioners in writing, and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

J

- J. Landscaping: Land areas between the building lines and property lines which are not surfaced for parking areas shall be landscaped with an effective combination of trees, shrubs, lawn, etc., according to plans first approved in writing by the Haywood County Board of Commissioners. Any landscaped areas shall be properly maintained thereafter in a sightly and well kept condition and at the expense of the land owner. Undeveloped areas proposed for future expansion shall be maintained in a seeded, weed-free condition, clear of unsightly weeds or plants, stores materials, rubbish and debris. The owner of the property shall be responsible for maintenance of the vegetative cover and clearing of litter from the boundary of its site to any adjacent paved road.
- K. Signs: A scale drawing of any sign, trademark or advertising device to be used on any lot or the exterior of any building or structure shall be approved by the Haywood County Board of Commissioners in compliance with Section II (F).

  One sign designating the industry will be permitted on each frontage street.

C

flashing or intermittent illumination. There shall be no sign erected which will obstruct vision to vehicular traffic. One construction sign denoting the architects, engineers, contractor and other related subjects, shall be permitted upon the commencement of construction.

C.

- L. Refuse: In compliance with Article II, waste must be disposed of in a manner approved by the Haywood County Board of Commissioners.
- M. Utilities: All "on site" electrical lines and telephone lines shall be placed underground in accordance with the requirements of the respective utilities. Transformer or terminal equipment shall be visually screened from view from streets and adjacent properties. Water and sewer lines shall be constructed in compliance with the easement provisions of Article V.
- N. Site Drainage: No driveways, walks, parking areas, etc., may be constructed across any drainage ditch without providing adequate culverts or waterway openings for natural drainage. Such culverts or structures shall provide the minimum waterway opening and shall be at the proper gradient. No rain or storm water run-off or such drainage as roof water, street pavement, and surface water caused by natural precipitation or ground water from footing or foundation drains of other subsurface water drainage shall at any time be discharged into or permitted to flow into the sanitary sewer system.
- O. Access Road, Water and Sewer Lines Within Development: Haywood County, the DECLARANT shall be responsible for the design, construction and maintenance of the local access roads to each lot within the park development and for extending the water and sewer line service to each lot within the park development. The owner of each lot shall be responsible for developing and maintaining their interior driveways and for connecting their building and lot to the

-12-

provided water and sewer system.

C

C

#### V. ASSESSMENTS FOR MAINTENANCE

7

A. General: The DECLARANT is hereby expressly authorized and empowered to levy assessments against all lots in the Development for the maintenance of all Common Areas as herein defined, for such of the Common Areas as are not maintained by any governmental unit or agency or public utility company. However, in the event the Owner of a lot other than the DECLARANT herein provides and pays for water and sewer or natural gas serving its Lot, said Lot and its owner shall not be responsible for the payment of the cost of providing and maintaining water and sewer or natural gas lines, pipes and appurtenances serving other Lots within the Development. But, in that event, such owner still shall be responsible for its share of the expense of providing and maintaining water and sewer or natural gas lines, pipes and appurtenances thereto serving Common Property.

B. Allocation of Maintenance Expense: The cost of maintenance of the Common Areas may be borne and defrayed by the DECLARANT. This duty to maintain shall not be mandatory and the DECLARANT may assume such duty from time to time at its discretion and the exercise by DECLARANT of this right and duty may be limited to a specific period of time and for only a portion of the development and such limited exercise of such duty and right shall not, in any way, obligate DECLARANT to continue with such maintenance. In the event of a severance of ownership, the Grantee in any such conveyance of any portion of the development shall be deemed to assume, and in confirmation of its assumption, shall expressly assume the obligation of maintenance which may have been undertaken by the DECLARANT, including the duty to join any Association of

-13-

Owners which may be formed. In such event the said obligation of maintenance of the entire project area (the Development), including the easements, facilities and utilities hereinabove referred to shall, as between diverse owners, be borne in the proportion of that the square footage of the property conveyed to said Grantee bears to the total square footage for the whole of the Development.

LEGRAMORIES DE

 $\boldsymbol{C}$ 

C

In the event the title to property passes from the original Grantee of the DECLARANT to a Grantee in a deed given in lieu of foreclosure or by reason of a foreclosure of any bona fide mortgage or deed of trust held by a bank, life insurance company, or other beneficiary the Grantee in any such conveyance resulting from such foreclosure or deed given in lieu thereof shall not have any obligation of contribution toward the cost of maintenance, but upon transfer of such premises after foreclosure of the mortgage or deed of trust or after such deed in lieu of foreclosure of the mortgage by the foreclosing mortgagee or beneficiary or its nominee to a purchaser, such purchaser shall be deemed to assume, and, in confirmation of its assumption, shall expressly assume any such obligation of maintenance hereinunder taken by the corporation. Upon such assumption the foreclosing mortgagee or its nominee shall be free from any further obligation in connection with the cost of maintenance.

C. Collection and Lien. In the event DECLARANT does levy any assessments as aforesaid, the amount of the assessment levied by the DECLARANT shall be paid to it on or before the date or dates fixed by the DECLARANT, which date or dates shall be not less often than annually. If any assessment is not paid within thirty (30) days of the due date thereof, the amount of such assessment (together with interest computed at the simple rate of eight per cent (8%) per annum from and after the due date thereof) and any cost of collection

1-2

(including reasonable attorney's fee, if any) shall at the option of the DECLARANT constitute and become a lien upon said lot as of the due date thereof upon the filing notice thereof with the Haywood County Clerk of Superior Court (which notice shall be filed within 120 days from the due date of the assessment). In such instance, the services rendered by the DECLARANT for the benefit of such lot and for which an assessment is levied shall be deemed to have been performed on the due date of such assessment and to "improve" the subject lands and/or create an "improvement" thereon as defined in Chapter 44A, Article II, Part I of the General Statutes of North Carolina; the lien arising therefrom shall constitute a "lien of mechanics, laborers, and material men dealing with the owner," and such lien may be perfected and enforced pursuant to the provisions of said Part I. The lien created hereby shall not, however, be superior to any institutional mortgage or Deed of Trust recorded prior to the filing of the Notice of Claim of Lien or any other statutory lien having priority or otherwise provided by law. Any action to enforce said lien may, at the DECLARANT'S option, include a prayer for collection of assessments levied against the loss since the filing date of the Notice of Claim of Lien. The DECLARANT may purchase the property at any sale thereof contemplated under Section 44A-14 of the General Statutes of North Carolina.

D. Alternate Collection Remedies: The DECLARANT may at its election simultaneously pursue each and every other remedy which it may have available to it for the enforcement and collection of any delinquent assessments.

C

C

#### VI. EASEMENTS

A. <u>Reservations:</u> The following easements over each Lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such

-15-

easements are reserved to <u>DECLARANT</u>, its heirs, administrators, successors and/or assigns:

The mutual, reciprocal and interdependent use together with any or all other owners in the development as deemed necessary or advisable to the DECLARANT of common parking areas, pedestrian walks and malls, garden and landscaped areas, entrance and exit drives, driveways, parkways and roadways and easements for ingress and egress together with utilities and utility lines and other facilities as hereinabove enumerated, all at such locations as are established and shown upon a recorded plant of the development. Except as expressly granted by DECLARANT by recorded plat or other recorded instrument, this instrument does not constitute a dedication for public use, and the rights and easements herein created are private and do not constitute a grant for public use.

- B. <u>Use of and Maintenance by Owners:</u> The areas of any lots affected by the easements reserved herein shall be maintained continuously by the Owner of such lot, but no structures, plantings, or other materials shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is reasonable.
- C. Liability or Use of Easements: No Owner shall have any claim or cause of action against DECLARANT or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any Plat, except in cases of willful, wanton misconduct. However, any property within any Lot utilized for utilities shall be restored to its original condition by the DECLARANT, its heirs, administrators, successors and/or assigns, at no expense to the Lot Owner.

C

#### VII. Remedies

A. Enforcement: DECLARANT and each person to whose benefit this

Declaration insures may proceed at law or in equity to prevent the occurrences, continuance, or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

B. <u>Cumulative Rights:</u> Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

## VIII. GRANTEE'S ACCEPTANCE

Each Grantee or Purchaser of any lot or parcel shall, by acceptance of a Deed or other instrument conveying title thereto, or the execution of a contract for the purchase thereof, whether from DECLARANT or a subsequent Owner of such lot or parcel, accept such Deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges, and immunities of DECLARANT. By such acceptance such Grantee or Purchaser shall for himself, his heirs, assigns, devisees, personal representatives, grantees, successors, lessees, and/or lessors, covenant, consent, and agree to and with the DECLARANT and the Grantee or Purchaser of each other lot to keep, observe, comply, and perform the covenants, conditions, and restrictions contained in this Declaration.

## IX. ASSIGNEE OR DESIGNEE OF DECLARANT

-17-

**C** 

DECLARANT also shall have the right to assign all duties and rights of

w

maintenance and all other rights reserved and duties imposed by this declaration, to an association of owners, incorporated or not, which may be formed, and if such an association be formed, all owners must, upon the request of the <u>DECLARANT</u> join such association. <u>DECLARANT</u> may also, by resolution, designate some other party to exercise such rights and perform such duties.

#### X. SEVERABILITY

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

## XI. CAPTIONS

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

#### XII. TERM AND AMENDMENT

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 until December 21, 2226, after which time the same shall be extended for an additional successive period of ten (10) years unless by the affirmative vote of a majority of the then owners of the lots in the Development, these Restrictions are terminated. After which time the same shall be extended for successive period of ten (10) years each upon the affirmative vote of a majority of the then owners of the lots in the Development.

 $\mathbf{C}$ 

day and year first above written. **DECLARANT:** ATTEST: Haywood County, NC Chairman Clerk to Board of Commissioners STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD I, a Notary Public of said State and County, do hereby certify that C. JACK HORTON, personally came before me this day and acknowledged that he is Clerk to the Board of County Commissioners of Haywood County, a body politic and corporate, and that by authority duly given and as the act of the said Board, the foregoing instrument waas signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk. Witness my hand and Notarial Seal, this the My Commission Expires: NOTARY 4 4 4 **PUBLIC** STATE OF NORTH CAROLINA, HAYWOOD COUNTS The loregoing certificate of is certified to be correct. 1996, Book 454 Page 2007 Register of Deeds AMY R. MURRAY

-19-

By. Michely Roberton

 $\mathbf{C}$ 

IN WITNESS WHEREOF, the DECLARANT has executed this declaration on the