

BOOK K-26
PAGE(S) 632-641

STATE OF NORTH CAROLINA
COUNTY OF MACON

Each of the foregoing certificate, or certificates, namely of

Cynthia G. Leach

a Notary or Notaries Public of the County and state designated is certified to be correct and filed for registration on the 13th day of Jan 20 03 in book K-26 at page 632-641 at 9:52 o'clock A. M.

Adelaide K. Green
ADELAIDE K. GREEN, REGISTER OF DEEDS
BY _____

DEPUTY / ASSISTANT

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
RIDGECREST VILLAS

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
RIDGECREST VILLAS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 10th day of Jan. 2003, by WILLOW VIEW PROPERTIES, INC., a North Carolina Corporation, having its principal office at Mill Creek Country Club, Cartoogechaye Township, Macon County, North Carolina, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain tracts or parcels of land located in Cartoogechaye Township, which were conveyed to it by deed from Mill Creek Golf Club of Franklin, Inc. said deed being dated 11 September 1997 and recorded in Deed Book E-22 Page 1877, Macon County Land Registry, to which deed reference is hereby made for a more complete description of the property owned by the Declarant, and

WHEREAS, the Declarant desires to create on a portion of said property a Planned Unit Development known as Ridgecrest Villas, which shall include multi-family units, structures of between two (2) to three (3) units per structure. The total number of units in the development will be approximately (25), but the number may vary, depending on architectural considerations, market factors, or other considerations. Said development shall include other improvements and amenities, including open spaces and other common facilities for the benefit of the unit owners, and may include additional land and units in the future, and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said development for said open spaces and other common facilities, and for this purpose desires to subject the real property, together with such additions thereto as may hereafter be made (as herein provided in Article II) to the covenants and restrictions herein set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts of said development, and

WHEREAS, the Declarant has deemed it advisable for the preservation of the values and amenities of said development for the creation of an agency which shall have the power and authority to maintain and administer the development properties and facilities and to administer and enforce the covenants and restrictions governing the same and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement as are herein provided, and

WHEREAS, the Declarant shall cause to be incorporated under the laws of the State of North Carolina a non-profit corporation, known and designated as Ridgecrest Villas Property Owners Association as the agency to perform the functions aforesaid and which are hereinafter more fully set forth, and

WHEREAS, initial portions of Ridgecrest Villas consists of only a portion of the property in Mill Creek Country Club, and is shown on the plat recorded on plat card 3729; Macon County Land Registry.

WHEREAS, other portions of the property of the Declarant and Mill Creek Country Club have been set aside for single-family dwellings and for other developments containing multi-family units (known as Mill Creek Estates-Mountain Vistas; Golf Vistas; Mint Lake Villas; Willow View Villas; Creekside Villas), which developments are subject to separate covenants and restrictions, and

WHEREAS, the Declarant intends to add additional portions of its property to its Planned Unit Development known as Ridgecrest Villas and shall record plats of such additional portions as they are developed,

WHEREAS, other portions of the property of Declarant remain undeveloped and

WHEREAS, certain roads, utilities, and other facilities are for the common use of owners of property in Ridgecrest Villas and the other developments in Mill Creek Country Club.

NOW, THEREFORE, the Declarant declares that the real property, and such other property as may hereafter be added thereto pursuant to Article II below, is and shall be held, transferred, sold, conveyed, leased, occupied, and used, subject to the covenants and restrictions herein set forth.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

A. Association Ridgecrest Villas Property Owners' Association, a North Carolina non-profit corporation, organized under the provisions of North Carolina General Statute Chapter 55A, whose members shall comprise the ownership of the Units which are or shall become subject to this Declaration.

B. Board or Board of Directors The elected executive officials of the Association, which Board is vested with the powers set forth in this Declaration and of the By-Laws of the Association.

C. By-Laws The By-Laws of Ridgecrest Villas Property Owners Association, Inc.

D. Common Areas and Facilities Those areas of land so designated on any recorded subdivision plat of any part of the Property or any property or facility otherwise acquired by the Association by purchase, gift, or otherwise, to be devoted to the common use and enjoyment of the owners, of the Property.

E. Limited Common Area Certain portions of the common areas and facilities which, under the terms of this Declaration, are reserved for the exclusive use of a certain Unit or group of Units, to which Unit or Units the said common areas are appurtenant. The use of each limited common area shall be exclusive to the owner of each Unit or owners of groups of Units to which the limited common area is appurtenant.

F. Living Unit or Unit Any portion of any building situated upon the properties designated and intended to be used and occupied as a residence by a single family.

G. Member All owners of living units, who shall be members of the association.

H. Mill Creek Country Club All of the property which was owned by Mill Creek Properties and which consists of Mill Creek Estates Phases I, II, III and IV: Ridgecrest Villas; Willow View Villas; Creekside Villas; Golf Vistas, Mountain Vistas, Golf Villas; Mint Lake Villas; Mill Creek Golf Course, and all property conveyed from Mill Creek Golf Club of Franklin, Inc. to the Declarant.

I. Multi-Family Structure Any building containing two (2) or more attached living units.

J. Owner The record owner of the fee simple title to any living unit situated upon, the Property, but, notwithstanding any applicable theory of mortgage or deed of trust, trustee of the same, unless or until such entity has acquired title pursuant to foreclosure proceedings or to any proceeding in lieu of foreclosure proceedings or to any proceeding in lieu of foreclosure, nor shall the term "owner" mean or refer to any lessee or tenant of any owner.

K. Person Any natural person, individual, corporation, partnership, association, or other legal entity.

L. Property The existing property and other properties that may hereafter become subject to this Declaration under the provisions of Article II hereof.

M. Architectural Committee The Committee appointed from time to time by Mill Creek Estates Property Owners' Association, Inc. or its governing board, for the implementation and/or determination of the requirements of the Restrictive Covenants.

N. Mill Creek Association Mill Creek Estates Property Owners' Association, Inc., a North Carolina non-profit corporation, and its successors and assigns.

O. Security The gate installed at the entrance to Mill Creek Estates and its electrical system, and the random streetlights existing throughout the development.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Initial Property The real property which is and shall initially be held, transferred, sold, and conveyed subject to this Declaration, is located in Cartoogechaye Township, Macon County, North Carolina and is more fully described on the Plat recorded on Plat Card 3729, Macon County Land Registry.

Section 2. Development of Additional Property The Declarant intends to construct, in stages, living units upon additional property in multi-family structures consisting of two (2) to three (3) units per structure. As each structure is constructed, a plat of said structures and the surrounding property shall be recorded in the Macon County Land Registry and conveyance of each living unit shall be by reference to the recorded plat. Upon completion of all units on the existing property, a plat showing all of said living units and all of the common area shall be recorded in the Macon County Land Registry. At that time the Declarant shall convey the common areas to the Association. After a plat showing all units has been recorded, subsequent conveyances of any of the living units shall be by reference to the plat incorporating all of the existing property and the total number of units.

ARTICLE III

THE ASSOCIATION

Section 1. Members The owner of each living unit subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any unit. Lessees shall not be members of the Association, and the owners may not assign rights or obligations of members to their lessees.

Section 2. Voting Rights The Association shall have one class of voting membership. Each living unit shall have one (1) vote in the Association. The total number of votes in the Association shall be equal to the total number of completely constructed living units in existence at any given time. If more than one person holds interest in any unit, all such persons shall be members, but there shall be only one (1) vote for each unit. Any person who holds title or interest in a unit merely as security for the performance of an obligation shall not be a member of the Association. Nothing contained herein shall affect the Declarant's right to retain control of all common property, and the maintenance thereof until ninety percent (90%) of the total number of units constructed on the existing property are sold, as more particularly set forth in Article IV below.

Section 3. Mill Creek Association Mill Creek Estates Property Owners' Association is the association which is responsible for the maintenance of properties which are for the common use of all owners in the Mill Creek Country Club, including roads, water, sewer, security, and other related common facilities. Each owner of a unit in Creekside Villas, in addition to being a member of the Association, shall be a member of Mill Creek Estates Property Owners' Association, and shall pay assessments as a member of said association for maintenance of the facilities which are for the common use of all owners in Mill Creek Country Club.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easement of Enjoyment Subject to the provisions of this Declaration and to the rules and regulations of the Association, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every living unit.

Section 2. Title to Common Properties The Declarant shall retain legal title to the common property until such time as it has completed and sold ninety percent (90%) of the units on the existing property. After ninety percent (90%) of the living units have been completed and sold, the Declarant shall convey the common property to the Association.

Section 3. Limited Common Areas For the purpose of this Article, the limited common areas shall be part of the common properties and shall be included in the conveyance from the Declarant to the Association under the terms set forth in Section 2. above; provided however, the limited common areas shall be appurtenant to a certain Unit or Units, and shall be for the exclusive use of the owners of the Unit or Units to which each such limited common area is appurtenant.

Section 4. Encumbrances The Association shall have no power to encumber the common area or any portion thereof by executing any document by which the common area or any portion thereof is pledged as security for any loan, note, or any other purpose.

ARTICLE V

MAINTENANCE

Section 1. Ridgecrest Villas Property During the time it retains legal title to the common property the Declarant shall be responsible for managing the maintenance of the common areas. Following conveyance of the common areas to the Association as set forth in Article IV, the Association shall be responsible for maintenance of the common areas and the limited common areas contained within Ridgecrest Villas. In addition to the maintenance of said common areas and limited common areas, the Association shall be responsible for and shall provide exterior maintenance upon each unit subject to this Declaration, as follows: the painting, repairing and replacing of the exterior walls, roofs, gutters, downspouts, and other exterior surfaces of each Unit. Such exterior maintenance shall not include floors, glass surfaces, or doors, screens or screen doors, exterior doors, window fixtures, or skylights, which shall be the responsibility of each unit owner. In the event that a need for maintenance or repair is caused through the willful or negligent act of the owner, or the agent, representative, or lessee of the owner, the cost of such maintenance or repair and all damages relating thereto, shall be a specific assessment to which such unit is subject. The above obligation of the Association does not include any maintenance or repair caused by fire or other casualty. The maintenance of the common areas shall include the maintenance of all trees, lawns, plantings, and other amenities within Ridgecrest Villas.

Section 2. Mill Creek Country Club Mill Creek Estates Property Owners' Association shall be responsible for security and for the maintenance of all roads and streets in the Mill Creek Country Club except driveways and parking areas, which are for the exclusive use of one property owner or a small group of property owners. Mill Creek Estates Property Owners' Association shall be responsible for the maintenance of water and sewer systems which are connected to the town of Franklin water and sewer systems; provided, however, that Ridgecrest Villas owners shall be billed separately by the Town of Franklin for water and sewer use. Each owner shall pay assessments to Mill Creek Estates Property Owners' Association for the maintenance of all said systems.

ARTICLE VI

ASSESSMENTS

Section 1. Types of Assessments

A. Each owner shall pay an annual assessment for maintenance of the common areas, including Limited Common Areas, exterior maintenance of buildings, insurance, taxes on the common areas and other common expenses of the Association.

B. Each owner shall pay an annual assessment to Mill Creek Estates Property Owners' Association for the maintenance of roads and streets, water and sewer systems, security and for such other costs of services to all of the owners in the Mill Creek Country Club as may be

approved by said Association in accordance with said Association by-laws or charter. It is not required that private roads be constructed to minimum standards sufficient to allow their inclusion on the state highway system for maintenance.

C. Special assessments as may be imposed by the Association for capital improvements to the facilities or the common property as may be voted by the Association in accordance with its by-laws.

D. Specific assessments for any costs incurred by the Association on behalf of any Unit owner or arising out of the breach of the provisions of this Declaration by any owner, may be assessed to such owners, in addition to all other assessments.

Section 2. Payment of Assessments

A. The Association shall prepare at least thirty (30) days prior to due date of each assessment a list of the owners in alphabetical order and the amount of the assessment, which list shall be kept by the Association and shall be open to inspection upon request by any owner of any Unit. Written notice of assessments shall be sent to every owner subject thereto. The Association shall, upon request of any owner, furnish to such owner, mortgagee or beneficiary of a deed of trust, a certificate in writing signed by the Association, setting forth whether or not the assessment of such owner has been paid. Such certificate shall constitute conclusive evidence of payment of any assessments contained in said certificate.

B. Assessments which are unpaid for more than thirty (30) days after the due date thereof shall bear interest at the maximum rate allowed by law from such due date until paid and shall also be increased by a late payment penalty in the amount of \$25.00.

C. Any amount assessed remaining unpaid for more than thirty (30) days after the due date for payment shall constitute a lien upon the delinquent unit, and the assessment, together with interest thereon at the maximum rate allowed by law, may be enforced and collected by the Association by the institution of an action at law against the owner or owners personally obligated to pay the same or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, interest, penalty costs, and reasonable attorney's fees, not to exceed fifteen percent (15%) of the amount of assessment and accrued interest, and, in the event a judgement is obtained, such judgment shall include, in addition to the assessment, interest, penalty, costs, and such reasonable attorney's fees.

D. No unit owner shall exempt himself from liability from his contribution toward the assessments levied pursuant to this Article by waiver of the use and enjoyment of any of the common areas and facilities or, by abandonment of his Unit.

E. All common areas as defined in Article I are exempt from any lien pursuant to the provisions of this Article.

Section 3. Rights of Declarant Regarding Assessments

During the time the Declarant is responsible for maintenance of the common areas, the Declarant shall have the right and power to levy and enforce assessments as set forth in Sections 1. and 2. of this Article

ARTICLE VII

INSURANCE

Section 1. Unit Owner Insurance Each Unit owner shall be required to obtain and maintain in full force and effect a homeowner's policy on his Unit in an amount acceptable to the Association, and in an amount adequate to cover the full replacement cost of any repair or reconstruction of such unit. All such policies shall name the Association as an additional insured in such policy.

Section 2. Association Insurance

A. It shall be the duty of the Association to obtain and keep in full force and effect coverage on the common areas, including all Limited Common Areas, for property and public liability insurance of adequate scope to insure the Association from loss arising out of any reasonably foreseeable and insurable accident which may cause loss or damage to property or

bodily injury. Such insurance shall be obtained by the Association and paid for out of the annual assessments. The named insured for each policy shall include the Association.

B. The Association may secure such additional insurance protection on behalf of the Association, or on behalf of its directors, officers, agents, or employees, as the Association may deem necessary or desirable.

ARTICLE VIII

ARCHITECTURAL CONTROL

A. There shall be no alteration of, no painting of, or decoration to the exterior of any Unit without the express written consent of the Association (or the Declarant during the period the Declarant retains responsibility for maintenance). No Unit owner shall cause anything to be hung, displayed, or placed on any exterior walls, doors, or other exterior portion of any building without the prior consent of the Association (or Declarant, as appropriate). No communications aerial, television antenna, satellite dish, or other similar device shall be erected on or about any building or on the common property without the express prior written consent of the Association, it being the intent of this Declaration that after relinquishment of control by the Declarant, the Association shall be responsible for all maintenance of exterior areas and common area and that the Association shall have complete control as to the construction, alteration, or repair of all exterior surfaces of buildings and of all common areas.

B. There shall be no cutting, trimming, alteration, or change to any trees, shrubs, plantings, flowers, or other flora by any owner without the prior written consent of the Association (or the Declarant).

ARTICLE IX

RESTRICTIONS

The covenants and restrictions herein set forth shall run with the land and bind all the land included in this Declaration, together with any future land made subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or any Unit owner subject to this Declaration, for a period of forty (40) years from the date this Declaration is recorded in the Macon County Land registry, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least eighty percent (80%) of the Unit owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which they shall agree to change said covenants and restrictions, in whole or in part.

A. Use Each of the units shall be used for residential purposes only. Any owner may delegate, in accordance with this Declaration and the By-Laws of the Association, his right of possession, use, and enjoyment of his dwelling unit to members of his family, guests, or tenants.

No business, nor any activity normally conducted as a business may be carried on within any unit, or upon any common area.

B. Temporary Structures\Recreational Vehicles

No tractor, trailer, mobile home, tent, motor home, recreational vehicle or other vehicle of a similar nature shall be allowed to remain upon any building lot or common property, for a period of time in excess of twenty-four (24) hours, unless it is within a permitted enclosed structure which hides the same from general view. In addition to all other remedies provided herein, there shall be assessed against the owner of any lot upon which the offending vehicle is located a penalty payable to Mill Creek Association in the amount of \$25.00 for each day or portion thereof in which the limitation above set forth is exceeded.

C. Nuisance or Unsanitary Conditions

It shall be the responsibility of each unit owner to prevent the development of any unclean, unsightly, or unkept conditions of his unit or the adjacent grounds for which he has the responsibility to maintain. No noxious or offensive activity shall be carried on, on any lot, nor shall anything be done thereon which tends to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood or which shall endanger life or personal property within Mill Creek

Country Club. Upon receipt of any written complaint the Mill Creek Association may, after hearing, require the removal of any condition, the presence of which is found to cause any other owner or group of owners any embarrassment, discomfort annoyance, or nuisance. The decision of the Mill Creek Association, after such hearing, shall be final and shall be binding upon all parties thereto. The Board of Directors of the Mill Creek Association or a Committee appointed by it may hold the hearing required hereby and shall adopt rules and regulations for doing so. The Board or its committee may initiate any hearing allowed hereby.

For each day the objectionable condition continues after the order of removal is issued in writing by the Mill Creek Association, a penalty of \$15.00 payable to the Mill Creek Association will be assessed against the owner.

D. Firearms: The discharge of firearms within Mill Creek Country Club is strictly prohibited, except for personal protection or in a life-threatening situation. For each incident of prohibited firearm discharge the violator shall pay a penalty of \$15.00 to Mill Creek Association.

E. Pets: Household pets, such as dogs, cats, birds, or tropical fish shall be permitted in any dwelling unit. Provided however, upon receipt of any written complaint Mill Creek Association may, after hearing, require the removal of any animal, fish, or fowl, the presence of which is found to cause any other owner or group of owners any hazard, nuisance, annoyance, or inconvenience. The decision of Mill Creek Association after hearing, shall be final and shall be binding upon all parties thereto. The Board of Directors of Mill Creek Association or a committee appointed by it, may hold the hearing required hereby and shall adopt rules and regulations for doing so. The Board or its committee may initiate any hearing allowed hereby.

For each day the objectionable condition continues after the order of removal is issued in writing by Mill Creek Association, a penalty of \$15.00 payable to Mill Creek Association, will be assessed against the owner.

F. Signs: No commercial signs, including "For Rent", "For Sale" or other similar signs, shall be erected or maintained on any building lot, except with the express written permission of the Architectural Committee of the Mill Creek Association, unless the same is required as the result of a judicial order, or pursuant to any ordinance or law.

A violation of this provision shall be immediately corrected upon notice from the Mill Creek Association and upon the owner's failure to act promptly, the Mill Creek Association may, but is not obliged to enter upon the properties and remove any such offending sign. Nothing contained herein shall limit the Declarant's right to erect and maintain such signs for the promotion and sale of Units by the Declarant, as the Declarant deems necessary or desirable.

G. Trash: All trash, garbage, and waste shall be kept in sanitary, closed receptacles provided by each lot owner, in a screened area not generally visible from the road or from adjoining residences.

H. Storage Facilities: No fuel tank or similar storage receptacles may be exposed to view, and such tanks or receptacles shall be buried underground or otherwise enclosed so as to be hidden from view from any road and other units.

I. Use of Golf Carts: The use of golf carts and other similar type vehicles within the subdivision shall be subject to reasonable regulation by Mill Creek Association. The Association shall promulgate reasonable and uniform rules and restrictions therefore. Provided however that no person under the age of 16 years shall operate a golf cart unless accompanied by an adult having a valid driver's license. Any violation of this restriction shall result in the imposition of a fine or penalty in the amount of \$25.00 for each infraction, which shall be payable to the Association by the Owner of said golf cart.

J. Water and Sewer Systems

(i.) No private wells may be drilled or maintained on any building lot, which is serviced by the central water distribution system, each individual lot being required to be connected with the central water distribution system provided for the entire development.

(ii.) No private septic system shall be installed on any lot which is serviced by the central sewage system, each individual lot being required to be connected with the central sewage system provided for the entire development.

K. Lease or Rent: There are no restrictions on the leasing or renting of any unit.

L. Time Sharing: There shall be no time sharing ownership of any unit, it being the intention of the Declarant that this Planned Unit Development shall consist of units owned as single family dwellings.

ARTICLE X

PARTY WALLS

Section 1. General Rule of Law Each wall which is built as a part of the original construction of the Unit and is a dividing partition between two (2) or more Units shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Damage or Destruction If any party wall is destroyed or damaged by fire or other casualty, any owner of such party wall may restore it, and if any other owner thereafter makes use of the wall, such owner shall contribute to the cost of the restoration thereof in proportion to such use, without prejudice, however, to the right of any such owner to call for a larger contribution from any other owner under any rules of law regarding liability for negligent or willful acts or omissions pertaining to party walls.

Section 3. Right Appurtenant to Ownership The right of any owner to contribution from any other owner under the provisions of this paragraph pertaining to party walls shall be appurtenant to the property and shall pass to each such owner's successors in title.

ARTICLE XI

DAMAGE OR DESTRUCTION

Section 1. Reconstruction or Repair In the event that any Unit or portion thereof is destroyed or damaged by fire or other casualty, the owner shall rebuild or repair said Unit in a manner substantially similar to the original construction. Commencement upon such reconstruction or repair shall begin within sixty (60) days from the date of such destruction or damage and shall be completed within six (6) months after the beginning of such reconstruction or repair. The exterior of any such Unit when the reconstruction is completed shall be substantially similar to and of the same architectural design as was the original exterior of the adjoining Units.

Section 2. Failure to Rebuild or Repair In the event that the owner of a Unit shall fail to comply with the provisions of Section 1. above, then the Association may, at its election, cause such repairs or reconstruction to be performed to the Unit. In the event the Association shall undertake such reconstruction or repair, the Association shall have a continuing lien upon the real estate upon which such repairs or reconstruction are furnished, said lien being an amount determined by the sum of: (a) the costs, (b) interest upon the costs advanced at the maximum rate allowable by law, and (c) reasonable attorneys' fees and other court costs incurred by the Association, which amounts may be levied on the owner thereof as a specific assessment.

ARTICLE XII

AMENDMENT

Except as otherwise provided herein, this Declaration may be amended upon the vote of the owners of eighty percent (80%) of the Units subject to the Declaration. The right and obligations of the Declarant are not subject to amendment without written agreement of the Declarant.

ARTICLE XIII

MISCELLANEOUS

Section 1. Taxes

A. Each Unit owner shall list his Unit and all contents therein with the Macon County Tax Office and with any other legally authorized governmental authority having jurisdiction over the same. Each Unit owner shall be responsible for the payment of such taxes.

B. The Association shall list the common areas and facilities with the Macon County Tax Office and with any other legally authorized governmental authority having jurisdiction over the same. The Association shall be responsible for the payment of taxes on the common areas and facilities.

Section 2. Notices

A. Association: Whenever notice shall be presented to the Association, the same shall be sent by certified mail, return receipt requested, addressed to Ridgcrest Villas Property Owners' Association at the address of the Association.

B. Unit Owners: Whenever notice is required to be sent to a Unit owner, the same shall be sent by certified mail, return receipt requested, addressed to Unit owner at his respective Unit or such other address that he has advised the Association in writing.

Section 3. Construction: Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural and the plural shall include singular. Provisions of this Declaration shall be liberally construed to effectuate its purpose creating a uniform plan for the operation of the Planned Unit Development.

Section 4. Captions: The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon in constructing the effect or meaning of any of the text of this Declaration.

Section 5. Law: This Declaration shall be construed and controlled in accordance with the laws of the State of North Carolina.

Section 6. Invalidation: If any provisions of this Declaration is held invalid, the validity of the remainder of this Declaration shall not be affected thereby.

IN WITNESS WHEREOF, WILLOW VIEW PROPERTIES, INC. has caused these presents to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, the day and year first above written.

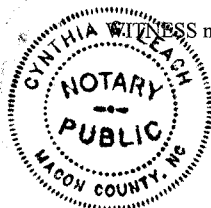
WILLOW VIEW PROPERTIES, INC.

BY: Scott D. Fisher
SCOTT D. FISHER, President

State of North Carolina
County of Macon

I, Cynthia G. Leach, certify that SCOTT D. FISHER, personally came before me this day and acknowledged that he is the President of the Willow View Properties, Inc., a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial Seal, this the 20th day of November, 2002.



Cynthia G. Leach
Notary Public
My commission expires: July 13, 2004