

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

"MAPLE CREEK SUBDIVISION"

I. DECLARATION OF COVENANTS AND RESTRICTIONS

AND PROPERTY OWNERS ASSOCIATION . . . 661-334

WHEREAS, William F. McBrayer, Sr., referred to hereinafter as Declarant, by deeds recorded in Deed Book 616, at page 164, and Deed Book 659, at Page 531, in the office of the Register of Deeds for Rutherford County, North Carolina, acquired a parcel of land, said parcel of land being shown in part on plats being of record in Plat Book 17, at Page 60, and Plat Book 17, and Page 61, Rutherford County Registry (the "Property") and located in Green Hill Township, Rutherford County, North Carolina; and,

WHEREAS, the Declarant has subdivided said Property, and prior to subdividing and conveying lots or parcels out of said Property, desire to place and impose certain conditions and restrictions upon said lots or parcels for the use and benefit of all of the lots or parcels created by such subdivision and Declarant thereof in order to proximate the best interest and protect the investments of future owners of said lots or parcels, and the successor or successors of each of them and for the use and benefit of all subsequent owners of said lots or parcels and each of them.

NOW, THEREFORE, in consideration of the premises, said Declarant, for the use and benefit of their respective successors and assigns and the successors and assigns of each of them and for the use and benefit of their future grantees, jointly and severally, and for the use and benefit of all subsequent owners of said lots, do place and impose hereby on all of the lots to be created by the aforesaid subdivision, the following conditions and restrictions:

1. Each owner of a lot in Maple Creek Subdivision will be a member of the Maple Creek Subdivision Property Owner's Association ("POA") described in Section II.
2. No mobile houses, including but not limited to single wide or double wide and camper trailers, shall be permitted within Maple Creek Subdivision. Motor homes are permitted on a temporary basis, but cannot be used for permanent residential purposes.
3. All houses constructed in Maple Creek Subdivision must be single family dwellings and must have a minimum heated floor space of 1,700 square feet, said square footage excluding porches and garages. Only one house may be constructed on a lot. An exception would include a guest cottage or trainer's quarters, etc. for horse farm applications, but must be approved by the Declarant [or by the Architectural Committee (as specified in Section II, Paragraph 6 of the Declaration of the Property Owners Association) if the duties of the Declarant have been turned over to the POA].

4. All houses to be constructed within Maple Creek Subdivision must be approved by the Declarant (or the Architectural Committee if the duties of the Declarant has been turned over to the POA). If the Declarant or the Architectural Committee has not stated in writing within thirty (30) days after receiving the plans and specifications whether the proposed house has been approved or disapproved, then the plans and specifications shall be deemed approved. In no event will any residence have exposed concrete blocks.

5. No dwelling shall be located on any lot nearer to the road or street right of way servicing the front of such lot than 30 feet, nor nearer than 50 feet from any side or interior lot line.

6. No out-buildings shall be permitted without first obtaining the approval of the Declarant (or Architectural Committee if the duties of the Declarant has been turned over to the POA) as to its appearance, purpose and location.

7. No junked cars, general rubbish and debris or any other nuisances shall be permitted on any of the lots within Maple Creek Subdivision.

8. No standing timber shall be destroyed except for clearing of a house site, driveways, view sites and the removal of dead trees or trees leaning in such a way as to present a potential hazard.

9. No lots may be further subdivided, with the exception of lots exceeding ten (10) acres. Lots exceeding ten (10) acres may be subdivided but not in less than five (5) acre parcels.

10. No lot shall be utilized for commercial or business purposes provided, however, that the breeding or boarding of horses is permitted as a business. No commercial raising of livestock, cattle, poultry, swine, etc. Farm pets will also be permitted but are to be responsibly kept by owners and not become a nuisance to surrounding neighbors.

11. All fences that are constructed running parallel with Pleasant Meadows Drive or Maple Creek Road must be board fences or some other aesthetic type approved by the Declarant (or Architectural Committee if the duties of the Declarant has been turned over to the POA).

12. The Maple Creek Subdivision road system is declared a private road system. The responsibility of maintenance throughout the 45 foot roadways is that of the property owners.

13. There is an easement of 10 feet reserved along interior and rear lot lines, 5 feet either side of line for the purpose of underground utilities, drainage, and a nature trail systems. These trail systems are designated for hoof and foot travel only. These trail systems are to be used and enjoyed by Maple Creek Property Owners and their guests only.

14. The covenants and restrictions herein set forth (or as amended) shall contain and be in full force and effect until November 29, 2015 and shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such a ten (10) year period an instrument signed by the owners of a majority of lots subject to this Declaration agreeing to terminate, amend, or modify the Declaration shall have been recorded in the Office of the Register of Deeds for Rutherford County, North Carolina.

15. These covenants and restrictions are to run with the land and shall be binding on Maple Creek Subdivision and all persons claiming under it. The invalidation of any one of the covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants may be enforced by the declarant, the POA or the owner of any lot within the Subdivision. If any action is brought to enforce any of these covenants, the violator must pay all costs and expenses of such action, including reasonable attorney fees.

"MAPLE CREEK SUBDIVISION"

II. DECLARATION OF THE PROPERTY OWNERS ASSOCIATION

NOW, THEREFORE, in consideration of the premises set forth above, the Maple Creek Subdivision Property Owners Association is formed for the use and benefit of the said Property Owners and their respective successors and assigns and for the use and benefit of their future grantees, jointly and severally, and for the use and benefit of all subsequent owners of said lots. The basic responsibilities and duties of the POA will be that of reviewing and presiding over all construction plans and activities, maintaining entrance way and road right-of-ways, building a substantial monetary account through the collection of yearly dues that will provide for the maintenance of the Subdivision roads and other common areas. The Declarant does place and impose hereby on all of the lots to be created by the aforesaid subdivision, the following conditions and restrictions:

1. Each owner of a lot in Maple Creek Subdivision will be a member of Maple Creek Property Owner's Association ("POA").

2. The Property Owners Association will consist of a President, Vice-President, Secretary, and Treasurer. These officers will be elected through the Property Owners by majority vote. The term of office will be decided among the officers elected.

3. At the discretion of the Declarant or when 75% of the lots are sold, whichever comes first, the duties of the Declarant will be turned over to the owners of said lots, and they will elect their own officers and assume all management responsibilities. The POA, when it assumes management responsibilities, may form a nonprofit corporation to assume the responsibilities, duties and rights of the POA.

4. Each lot will have one (1) vote in the POA regardless of the number of owners of that lot. Any lots owned by the Declarant will have one vote in the POA. However, the Declarant will not be able to affect POA dues or other assessments.

5. Each lot will pay an initial \$150.00 per year POA dues for maintenance of roads and other minor POA expenses (i.e.: postage, meeting place, etc.) provided, however, any lot owned by the Declarant is excluded from the payment of dues. Such dues may be adjusted from time to time by the POA and special assessments levied. Dues are due and payable on March 31 of each year to the POA.

6. The POA dues are designed to create an expense account for the sole benefit of the property owners within Maple Creek. The developer will not be able to use the funds from the POA for new development purposes. The POA account is to be used only by the property owners and checks written from the account must have signatures from two (2) of the POA's elected officers. A balance statement from the POA's financial account will be sent out yearly.

7. The POA will establish an Architectural Committee for the purpose of reviewing and passing or rejecting potential home plans and also for additions, outbuildings and all other construction activities throughout the development. The Architectural Committee shall consist of two (2) individuals appointed by the POA officers.

8. The Declarant or the POA, through its elected officers, will have the power to enforce, in accordance with the laws of North Carolina, collection of dues and compliance with the covenants and restrictions, including the recovery of damages and the restraining of violations. Unpaid dues will become a lien upon the lot. If an action is brought to enforce collection of dues or any of these covenants, the violator must pay all costs and expenses of such action, including reasonable attorney fees.

9. The elected officers will have the power to set POA dues on a yearly basis. However, if these dues need to be adjusted upward more than 5% in any given year, then a meeting must be called for this purpose with at least 30 days notice at which time 60% of the members in good standing attending the meeting in person or through proxy (provided a quorum is present, a quorum being defined as set forth below) must vote positive to effect the raise.

10. At the first meeting called by the POA or a specific reason a quorum of 51% must be present (personally or through proxy) to effect any business. If a quorum is not met, then a second meeting for the same purpose may be called with 14 days notice and 25 1/2% of the owners will represent a quorum. If a third meeting is called for the same purpose because a quorum is not present at the second meeting, will not need a quorum. The individuals present will represent the quorum and decide the issues for which the original meeting was called. However, at least 14 days notice to all members restating the purpose of the meeting must be sent to ALL members.

11. The POA through majority vote will have the power to adopt new covenants,

change original covenants and decide or take issue with matters and concerns affecting the Maple Creek Subdivision as a whole.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 29th day of NOVEMBER, 1995.

William F. McBrayer, Sr. (SEAL)
William F. McBrayer, Sr.

Peggy L. McBrayer (SEAL)
Peggy L. McBrayer

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

I, Lisa R. Dolan, a Notary Public of the County and State aforesaid, certify that William F. McBrayer, Sr. and wife, Peggy L. McBrayer personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 29 day of November 1995.

Lisa R. Dolan
Notary Public

My commission expires: 5-13-99

North Carolina, Rutherford County

The foregoing certificate of

Lisa R. Dolan

Notary Public/Notaries Public are certified to be correct. This instrument was taken on the day of execution and recorded in this office at Book 661 Page 334.

This 30 day of November 1995 at 3:45 o'clock P.M.

Faye H. Huskey

Faye H. Huskey, Register of Deeds
Rutherford County, N. C.

Deputy Register of Deeds

COPY

BOOK 661 PAGE 340

To have and to hold said land with its appurtenances, to him the said Lanny D. Walker his heirs and assigns forever, in as full and ample manner as said Vance M. Perry, Commissioner as aforesaid, is authorized and empowered to convey to same.

IN WITNESS WHEREOF, the said Vance M. Perry, Commissioner, has hereunto set his hand and seal, the say and year first above written.

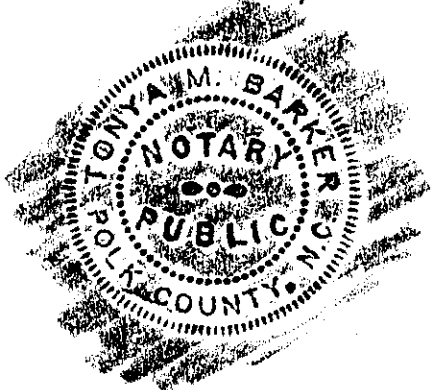
Vance M. Perry
Vance M. Perry, Commissioner

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I, Tonya M. Barber, a Notary Public in and for the said County and State, do hereby certify that Vance M. Perry, Commissioner, the grantor named in the foregoing Deed, personally appeared before me this day and acknowledged the due execution of the said Deed for the purposes therein expressed.

Witness my hand and notarial seal, this the 30th day of November, 1995.



Tonya M. Barber
Notary Public
My Commission Expires: 5/16/99

North Carolina, Rutherford County
The foregoing certificate of

Tonya M. Barber

Notary Public
Recorded at 661 339
30 Nov. 95 3:25 PM
Jane H. Huxley
Deputy Register of Deeds
Rutherford County, N. C.