

**GLEN CANNON
PROTECTIVE COVENANTS**

2013 UNIFIED COVENANTS

**Prepared by the Glen Cannon Property Owners Association
Board of Directors**

GLEN CANNON SUBDIVISION COVENANTS

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STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

SECOND AMENDMENT TO AND RESTATEMENT OF PROTECTIVE
COVENANTS FOR ALL SECTIONS OF GLEN CANNON SUBDIVISION AS
PREVIOUSLY AMENDED AND RESTATED

GLEN CANNON PROPERTY OWNERS ASSOCIATION, INC., (“GCPOA”) is a North Carolina not-for-profit corporation with its principal office in Brevard, North Carolina. The GCPOA is the maker of these covenants and is the party charged with the legal responsibility for the administration and enforcement of these covenants. These Covenants are binding on all owners in sections or groups of lots in the Subdivision. The legal description for the properties subject to this amendment are all platted lots in Glen Cannon described in the attached Exhibit A, including the roads described in the deed from Glen Cannon Properties, Inc., Grantor, to Glen Cannon Property Owners Association, Inc., Grantee, dated September 4, 2002, and recorded in Document Book 119, Page 76, of the Transylvania County Registry, and all other lots and parcels which are described in and subjected to the provisions of the Protective Covenants hereinafter referred to and all revisions thereof, amendments thereto and restatements thereof appearing of record in the office of the Register of Deeds for Transylvania County. As undeveloped tracts are platted these covenants will apply to those lots.

The purpose of these Amended and Restated Protective Covenants is to supersede the Amended and Restated Protective Covenants recorded in Deed Book 419, Page 383, of the Transylvania County Registry, and all earlier covenants covering any portion of the properties in the Glen Cannon Subdivision.

The objectives of these Covenants are:

- To ensure the best use and the most appropriate continued development of properties within the Subdivision.
- To protect the property owners against any improper use that would impair or depreciate the value of property in the Subdivision.
- To guard against poorly designed and proportioned structures, and structures built with improper or unsuitable materials.
- To preserve the natural scenic beauty of the Subdivision.

- To encourage and secure the construction of attractive homes on the lots, to ensure appropriate home locations on the lots, and to secure and maintain proper setbacks from streets and adequate free space between structures.
- To arrange for and provide appropriate means to adequately maintain private roads and common areas throughout the Subdivision.
- To protect owners within the Subdivision from nuisances and offensive uses or activities.

SECTION A – ARCHITECTURAL AND ENVIRONMENTAL CONTROL

The Glen Cannon Property Owners Association (“GCPOA”) has established the Architectural and Environmental Control Committee (herein after “A&E”) to oversee and ensure the land use; construction and improvements on property within the Glen Cannon subdivision are in compliance with these covenants.

A-1. A&E Committee Membership: The A&E Committee shall be composed of from three to nine members appointed by the Board of Directors of the GCPOA. Members shall be appointed to serve two year staggered terms, to provide continuity to the Committee. The Committee shall elect a Chair, Vice-Chair and Secretary each year. In the event of death or resignation of an A&E Committee member, the Board of Directors shall have the authority to designate a successor.

A-2. Meetings and Procedure:

- The A&E Committee shall meet as often as a majority thereof deems appropriate. The Committee may set standard meeting times and may call Emergency Meetings as necessary.
- The Chair, or in his/her absence, the Vice-Chair, may call other meetings in his/her discretion, upon ten (10) days’ written notice, mailed or otherwise delivered to all members. Telephone or live video participation by the members shall be allowed.
- If notice is delivered to all committee members, those who appear in person or by electronic communication shall constitute a quorum.
- The Committee shall report on its activity at regularly scheduled GCPOA Board meetings.

A-3. Minutes of Meeting: The A&E Committee through its Secretary or a designee of the Secretary, shall make and retain minutes adequate to make its

reasoning and decisions clear upon review by an applicant and by the Board of Directors.

A-4. Approval Required Before Construction Activity: No building, wall or fence shall be constructed, placed or altered on any lot, nor any grading done, until the construction plans, specifications and a plan showing the location of the structure have been approved by the A&E Committee as to being in harmony of external design with existing structures and location with respect to topography and finish grade elevation so as not to negatively impact adjoining property. Quality, value and aesthetics compared to existing homes in the Subdivision as well as environmental issues with respect to grading will be controlling factors in the approval process.

A-5. Building Approval Form: Prior to any grading or construction, property owners or their builders must request, complete and return for review by the A&E Committee, a Building Approval Form, on which the owner or builder must list the required data and must furnish drawings of the improvement planned for the property. A \$500 refundable deposit payable to the GCPOA must accompany the completed Building Approval Form. The deposit will be refunded if the provisions for the construction, environmental control and clean up of roads and land are completed in accordance with these Covenants and the instructions in the Building Approval Form. If it becomes necessary for the GCPOA to complete any of the above work, the cost shall be at the owner's expense and the deposit will be forfeited to defray GCPOA administrative costs.

A-6 Approval for Additions and Alterations: Plans for additions and exterior alterations must be presented to the A&E Committee for review and approval. The A&E Committee shall approve or disapprove considering the requirements in A-4. The requirements in A-4 and A-5 may be modified or waived by the A&E Committee based on the scope of the proposed additions or alterations. Following are examples of items requiring approval:

- Significant additions or alterations to the exterior of residences or other permanent structures.
- Erection or significant alteration of fences and walls.
- Driveway entrance pillars or walls.
- Erection of utility buildings.
- Installation of solar heat exchangers or similar building mounted equipment.
- Installation of separate standing radio or television towers or dishes, if visible from the road or neighboring properties.

A-7. Approval Procedure: The A&E Committee shall review the submitted information to ensure compliance with these Covenants, and the A&E Committee's approval or disapproval shall be in writing. In the event the A&E Committee fails to approve or disapprove the Building Approval Form and other required documents within thirty days from receipt, these Covenants shall be deemed to have been met as to the documents submitted. The review and approval process should be placed on hold or canceled if legal action to stop construction has been initiated during the thirty day review period. When a setback variance is sought, the adjacent property owner shall be provided with written notice of the variance and given an opportunity for written or oral response.

A-8. Grounds for Disapproval: Approval may be denied for any of the following reasons:

- The Building Approval Form and required documents are not properly submitted to the A&E Committee.
- The home or improvement location on the lot, design proportions, or other exterior details are not in harmony with other structures in the Subdivision.
- One or more of the stated objectives and/or requirements of these Covenants are not met, and the A&E Committee has not granted a variance in writing to the owner.
- A potentially significant negative environmental impact on other properties can be shown.

A-9. Appeal Procedure: Property owners shall have the right to appeal any action of the A&E Committee to the GCPOA's Board of Directors in writing within thirty days after disapproval. The Board of Directors shall act upon the appeal within fifteen days after it is filed. If no quorum is possible within that time, the President or in his/her absence, the Vice President, shall act in the absence of the full Board. The Board shall be notified of the President's action within five business days. Unless a majority files written objection with the President or Vice President within an additional five business days, the act of the President or Vice President shall stand as the act of the Board. If no action is taken within that time, the owner's request as set forth in the appeal shall be considered approved by the Board.

SECTION B – LAND USE, IMPROVEMENTS AND RESTRICTIONS

B-1. Land Use and Type: Property owners shall adhere to the lay and division of the lots as shown on the recorded Subdivision plats, and no platted lot shall be further subdivided. Boundary line adjustments may be made for the purpose of access, structure location or consolidation of lots, subject to approval of the A&E Committee.

No lot shall be used except for residential purposes. No building shall be constructed, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage or carport for family cars. A utility shed may be permitted subject to A&E Committee approval of size, design and location. The single-family restriction shall not apply to the properties in the Subdivision already developed as condominiums.

Mobile homes and log homes of any type are not permitted. Structures fabricated offsite, such as panelized, modular, kit or other similar construction methods, shall be strictly reviewed by the A&E Committee. Such homes must meet the high standards of appearance and quality expected in the Subdivision, and no home shall be permitted if it has the appearance of a mobile or modular home. Manufactured or prefabricated homes must meet community appearance standards as determined by the A&E Committee.

B-2. Dwelling Size: Homes on any lot shall have a total minimum living area of 1800 square feet. In the case of a two level dwelling, one level shall have a living area of at least 1200 square feet. This square footage will be based upon heated and finished living areas and is exclusive of open porches, carports, unheated basements and garages.

B-3. Building Location: No dwelling shall be permitted on any lot nearer than forty feet to the front lot line on all streets; no nearer than twenty feet to an interior lot line; and no nearer than thirty feet to the rear lot line. The A&E Committee may grant a variance when lot topography dictates a location that would not be in compliance with these requirements. The request for variance must be in writing with the reasons clearly stated. Approval will be in accordance with the provisions in Section A.

B-4. Nonconforming Structures: The provisions of paragraphs B-1, B-2 and B-3 shall not apply to dwelling sizes, site locations and permanent structures that were in existence as of July 30, 1997, the time the previous Covenants were recorded.

B-5. Temporary Structures: No structure of a temporary character shall be used on any lot at any time as a residence either temporary or permanent. This includes, as examples, all types of RVs (recreational vehicles), trailers, unfinished basements or structures, tents, shacks, garages, or other outbuilding.

B-6. Miscellaneous Restrictions

- Driveway entrance pillars, gates or fences may not encroach on roadway right-of-way.
- Radio or television antennas, receivers, and dishes attached to a residence or garage shall not exceed two feet in diameter.
- Fuel storage tanks shall be buried below the ground or suitably screened at all times.

B-7. Landscaping and Decoration: Landscaping along road frontage should consider the right-of-way (usually 30 feet from the road centerline) and line-of-sight for traffic requirements. Glen Cannon is a natural forested community and use of natural materials is desirable. Decoration visible from the street, which a majority of the GCPOA Board considers degrading to the image of the community, shall be removed by the property owner.

B-8. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. All road rights-of-way shall be available for utility service to the lots. In addition, for those lots that border on the exterior boundary of the Subdivision, the Developer reserves the right of exclusive possession of an area one foot in width and running the entire length of each rear lot line, and no right of ingress or egress shall exist over that area without the written approval of the Developer and the GCPOA.

B-9. Green Areas: The Developer has conveyed certain Green Areas to the GCPOA, and in the future may convey additional parcels shown as Green Areas on the Subdivision plats. The GCPOA shall control the use and maintenance of these areas for the benefit of all homeowners.

SECTION C – HEALTH AND SAFETY

C-1. Garbage and Refuse Disposal: Debris from cutting trees, lot clearing, storm damage or other accumulations of trash and garbage shall be promptly removed from the property by or at the direction of the owner.

C-2. Sight Obstruction at Street Intersection: Fences, walls, trees, hedges, shrubs or plantings that obstruct vehicular visibility at street intersections are not permitted, and shall be removed by the property owner.

SECTION D – PROHIBITED ACTIVITIES

D-1. Nuisances: In consideration of neighbors, no loud or offensive activity shall be allowed on any property. No annoyance or nuisance to the neighborhood shall be allowed. No interference with any other property owner's quiet use and enjoyment shall be allowed.

D-2. Firearms: No firearms of any type shall be discharged within the bounds of the Subdivision.

D-3. Pets, Livestock and Poultry: Property owners may have dogs, cats or other household pets, provided they are not kept, bred, or maintained for any commercial purposes. Household pets shall be restricted to an owner's lot unless on a leash, shall not be allowed to roam at large, and shall be constrained from excessive barking or other disturbing noises. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.

D-4. Open Burning: No open fires shall be started or maintained on any lot during construction. Property owners may burn leaves and small brush piles after obtaining any required permits.

D-5. Trailers, Motor Homes, Etc.: No motor home, inoperable vehicle, boat, trailer, boat trailer, house trailer, car trailer, tent trailer or animal carrying trailer shall be stored out of doors on any lot for a period of more than seven days or more than four weeks total within any calendar year unless it cannot be seen from the street or by neighbors.

D-6. Signs: No sign of any kind, other than the name and address of the resident shall be displayed to public view on any lot, except:

- During construction, not to exceed one year, a builder may display one sign not more than four square feet.
- One "For Sale" or "For Rent" sign not more than four square feet may be displayed on the property offered for sale or rent.

SECTION E – PRIVATE ROADS AND PRIVATE ROADS COMMITTEE

E-1. Designated Private Roads: The GCPOA has authority over and maintenance responsibility only for “Designated Private Roads” (hereinafter referred to as DPRs) currently identified as Aberdeen Lane, Argyll Circle, Bruce Circle, Glengarry Heights, Glen Spey, Kildrummy Drive, Paisley Circle, Paisley Lane and Skye Drive. Should any of these DPRs be accepted by the NCDOT as a state maintained road, it will no longer be a DPR and the provisions of this section shall no longer apply from the time of NCDOT acceptance forward.

E-2. Private Roads Committee Responsibilities: The GCPOA has established the Private Roads Committee (hereinafter called the “PRC”) with the following responsibilities:

- To assume operational responsibility for the maintenance and repair of the designated private roads. The PRC shall submit to the GCPOA Board for its approval, the annual budget and maintenance plan of the PRC.
- To inspect the designated private roads and make a report annually or more often to the GCPOA Board, if the PRC deems it necessary and appropriate, as to road conditions, necessary maintenance and improvement, and budget status.
- To recommend for GCPOA approval annual assessments and/or fees levied only on those property owners whose properties are fronting on and/or are only accessible by a DPR to cover projected costs, using its best efforts to recommend only those assessments and fees sufficient to cover reasonable costs of road maintenance.
- To initiate the necessary application for a road to be maintained by the State Department of Transportation (NCDOT) when a private road meets NCDOT requirements. All roadways shown on the Subdivision plats should be considered available to NCDOT for this purpose.

E-3. PRC Membership: The PRC shall be composed of from 4 to 7 members, with the PRC recommending committee members for approval by the GCPOA Board. There shall be four PRC designated officers: a Chair, a Vice Chair, a Secretary, and a Treasurer. The election of these officers will be conducted by the PRC. The term of service for each office is three (3) years. There is no term of service limit.

E-4. Meetings and Procedure:

- The PRC shall meet as often as a majority thereof deems appropriate. The Committee may set standard meeting times and may call Emergency Meetings as necessary.

- The Chair, or in his/her absence, the Vice-Chair, may call other meetings in his/her discretion, upon ten (10) days' written notice, mailed or otherwise delivered to all members. Telephone or live video participation by the members shall be allowed.
- If notice is delivered to all committee members, those who appear in person or by electronic communication shall constitute a quorum.
- The Committee shall report on its activity at regularly scheduled GCPOA Board meetings.

E-5. Assessments and Liens: The PRC has the authority granted to it by the GCPOA, to levy assessments on the property owners with property fronting on and/or only accessible by the designated private roads to maintain these private roads. Balances over 30 days will be charged a late fee and interest as 1% of the balance per month compounded monthly.

The Board of Directors has the authority, under the association's corporate name, to file claims of lien against properties for which assessments for designated private roads maintenance may be more than thirty (30) days past due. Interest will accrue at 12% per annum on any unpaid balance, to accrue from the date of the filing of the lien until paid in full, and an additional amount equal to 15% of the principal due at the time of filing as specified in Article 3 of Chapter 6 of the General Statutes, to be recovered as a partial legal fee. Claims of lien shall be filed and enforced in compliance with the laws of North Carolina. They shall include a late fee not in excess of five percent (5%) of the payment, plus the cost of filing, the cost of service of the process and all accrued interest. Upon payment of the amount so included, the corporation shall satisfy the claim of lien. In the event that such amount is not paid, the corporation may execute on the claim of lien as allowed by the law of the state of North Carolina.

E-6. Other Private Roads: Some roads within the development are not state maintained nor part of the designated private roads maintained by the PRC. These include but are not limited to Dundee Lane, the extension of Glen Cannon Drive past the Condos and the extension of Southerland. These roads are maintained by the property owners with property fronting on these roads. The PRC shall not be involved with such roads, unless the majority of property owners using such roads so requests and the PRC agrees, from which time forward the road in question shall be a DPR and the provisions of this section shall apply.

SECTION F – GENERAL PROVISIONS

F-1. Term: These Covenants shall run with the land and shall remain binding on current and future owners, and their heirs, executors, administrators, successors and assigns forever. If that term of perpetual validity should ever be held by a Court of competent jurisdiction to be void or voidable, these Covenants shall be valid for twenty-five (25) years from the date they are first recorded, and absent any action which terminates them, shall then continue to be valid for a second twenty-five (25) years. Lots shall be held, transferred, sold and conveyed subject to these Covenants, whether or not specific reference to these Covenants is made in the Deed of Conveyance.

F-2. Amendment: These Covenants may be amended or the term altered at any time by a written vote of the owners of a majority of the lots that are subject to these Covenants. All undeveloped and unplatted tracts owned by the same property owner shall be considered a single lot for this purpose. The Secretary of the Association shall certify the results of the voting and record in the office of the Register of Deeds for Transylvania County an instrument setting forth the terms of any such amendment within ten (10) days of the vote. It shall not be necessary for such votes to be executed under seal or acknowledged, so long as the voting is conducted in accordance with the requirements of the North Carolina Non-Profit Corporation Act. The majority required for any amendment shall be a majority of all lots subject to the Covenants, not a majority of lots within any particular section, and the amendment shall likewise apply to the entire development.

F-3. Enforcement: Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the provisions of these Covenants, to obtain an injunction, to recover damages, or for whatever other relief is appropriate. Any owner may enforce these Covenants except for the Covenants relating to claims of lien, or the GCPOA may do so in its own name. Enforcement as to collection of private road maintenance assessments may also be accomplished using the procedure in E-5, for filing and enforcing claims of lien.

F-4. Severability: Invalidation of any one provision of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

F-5. Failure to Enforce: Any failure to enforce one or more provisions of these Covenants shall not constitute a defense prohibiting the enforcement thereof with regard to a different violation at any later time.

SECTION G – GLEN CANNON PROPERTY OWNERS ASSOCIATION, INC.,

G-1. Organization: All Glen Cannon Development property owners are members of the GCPOA per the Articles of Incorporation and have GCPOA voting rights upon payment of annual dues. The organization and responsibilities of the GCPOA and its Board of Directors are specified in the By-Laws, which may be amended from time to time by the voting members.

G-2. Compliance with Covenants: Glen Cannon Property Owners Association, Inc., was organized by the property owners to administer and ensure compliance with the covenants, as the same have changed and evolved over the years. The covenants are restrictive and protective covenants that run with the land.

G-3. Duties under Covenants: Glen Cannon Property Owners Association, Inc., in order to fulfill its duties as described in the covenants, has the responsibility to raise funds from the membership by various means including dues and contributions.

G-4. Purpose: The purpose of Glen Cannon Property Owners Association, Inc., is to promote cooperation among owners of property in Glen Cannon, to maintain the quality of life in the subdivision, to help protect property values from adverse influences, and to provide for the maintenance of community owned property.

CERTIFICATE OF AMENDMENT TO ALL PRIOR
PROTECTIVE COVENANTS FOR ALL SECTIONS OF GLEN CANNON
SUBDIVISION AS PREVIOUSLY AMENDED AND RESTATED

This Certificate of Amendment is being executed on behalf of a majority of all property owners in the development located in Transylvania County, North Carolina, known as Glen Cannon Subdivision by the undersigned Secretary of Glen Cannon Property Owners Association, Inc., this the 6th day of December, 2013.

WITNESSETH:

THAT WHEREAS, the Amended and Restated Protective Covenants for all sections of Glen Cannon Subdivision were recorded on July 30, 1997, in Deed Book 419, Page 383, of the Transylvania County Registry which amended and restated all previously executed covenants for said Subdivision; and

WHEREAS, subsection F-2 of Section F of the Amended and Restated Protective Covenants provides that the covenants may be amended any time by a written majority vote of all property owners subject to the covenants and that the Secretary of the Glen Cannon Property Owners Association may certify the results of the voting and record an instrument setting forth the terms of any such amendment; and

WHEREAS, more than fifty percent (50%) of all property owners subject to the covenants have given their written consent to amend and have thus amended the covenants in the manner hereinafter set forth pursuant to the authority vested in them under the terms of said Amended and Restated Protective Covenants.

NOW, THEREFORE, pursuant to the provisions of subsection F-2 of Section F of the Amended and Restated Protective Covenants for Glen Cannon Subdivision recorded in Deed Book 419, Page 383, of the Transylvania County Registry, I, the undersigned Secretary of Glen Cannon Property Owners Association, Inc., hereby certify that the requisite number of owners have consented in writing to amend and have thus amended the Amended and Restated Protective Covenants for all sections of Glen Cannon Subdivision recorded in Deed Book 419, Page 383, of the Transylvania County Registry, and all prior covenants appearing of record, as previously amended and restated, by revoking and replacing them in their entirety with the Second Amendment to

and Restatement of Protective Covenants for all sections of Glen Cannon Subdivision which is set out on the following pages which are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned secretary of Glen Cannon Property Owners Association, Inc., has executed this Certificate of Amendment to and Restatement of Protective Covenants for all sections of Glen Cannon Subdivision, this the day and year first above written.

GLEN CANNON PROPERTY OWNERS
ASSOCIATION, INC.

By: _____
Secretary

Attest: _____
President

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2013.

Notary Public

(Print or Type Name)

My Commission Expires: _____.

EXHIBIT A

All lots as shown on the following plats are recorded in the office of the Register of Deeds of Transylvania County, North Carolina.

SECTION A: Plat Book 3; pages 90 and 106.

SECTION B: Plat Book 3; page 105.

SECTION C: Plat Book 4; page 3. Plat Book 5; page 14. Plat File 1; slide 69A.

SECTION D: Plat Book 5; page 70. Plat File 1; slide 196. Plat File 2; slide 236A.

SECTION E: Plat File 1; slides 32, 32A and 32B. Plat File 2; slides 216 and 217A.

SECTION F: Plat File 1; slides 33 and 33A. Plat File 2; slides 216, 216A and 217.

SECTION G: Plat File 2; slide 258.

SECTION H: Plat File 2; slide 344A.

SECTION J: Plat File 3; slides 21 and 80.

SECTION K: Plat File 3; slides 31 and 89.

SECTION PAISLEY PLACE: Plat File 3; slide 237. Plat File 4; slide 383. Plat File 5; slides 76, 285, 291 and 294. Plat File 6; slides 208 and 424.

APPENDICES

APPENDIX 1: HISTORICAL BACKGROUND

Glen Cannon Land Company was the original developer of Glen Cannon Subdivision filing the first covenants for Section A December 22, 1965 in Book 164, page 153 in the Transylvania County Registry. The successor developer GLEN CANNON PROPERTIES, INC., (“the Developer”) is the developer of the Glen Cannon Subdivision at this time. The developers executed covenants for each section of lots within the Glen Cannon Subdivision (“the Subdivision”) as the sections were opened for development.

GLEN CANNON PROPERTY OWNERS ASSOCIATION, INC., was formed in 1989 by Subdivision property owners to advocate for and protect the interests of the property owners. In 1997 the previously executed covenants for each section were replaced by “Amended and Restated Protective Covenants Glen Cannon Subdivision – All Sections” to amend and restate the previously executed covenants so that they apply uniformly and consistently throughout the Subdivision. The original platted lots are described in Exhibit A attached to the above named covenants. The covenants were filed July 30, 1997 in Book 419, page 383 in the Transylvania County Registry.

APPENDIX 2: ORIGINAL SECTION COVENANTS

The following original covenants were filed by Glen Cannon Land Company, Inc., the original developer, and by Glen Cannon Properties, Inc., the successor developer, for the sections hereinafter enumerated and were recorded in the deed books hereinafter specified. These original covenants may have been hereafter amended by amendments thereto that have been recorded in the office of the Register of Deeds for Transylvania County:

<u>SECTION:</u>	<u>BOOK AND PAGE AT WHICH RECORDED</u>
A	Deed Book 164, Page 153
B	Deed Book 169, Page 294
C	Deed Book 181, Page 362, Deed Book 196, Page 731, and Deed Book 218, Page 350

D	Deed Book 203, Page 511
E	Deed Book 210, Page 659, and Deed Book 248, Page 683
F	Deed Book 210, Page 677
G	Deed Book 254, Page 915
H	Deed Book 271, Page 510
I	Deed Book 287, Page 304, and Deed Book 288, Page 699
K	Deed Book 288, Page 106
Glen Cannon Views	Deed Book 404, Page 681

APPENDIX 3: PRIVATE ROADS AND PRIVATE ROADS COMMITTEE INFORMATION

Private Roads Maintenance Authority Documentation: The following documents establish GCPOA authority over and maintenance responsibility for designated private roads (limited to Aberdeen Lane, Argyll Circle, Bruce Circle, Glengarry Heights, Glen Spey, Kildrummy Drive, Paisley Circle, Paisley Lane, and Skye Drive):

- The 1997 Combined Covenants, July 30, 1997 (Book 419, page 383).
- The Private Roads Resolution and “Exhibit A” dated April 19, 2002, and recorded in Book 116, pages 603 to 608 of the Transylvania County Registry; filed on August 23, 2002.
- The Deed and Agreement between Glen Cannon Properties, Inc., Grantor and Glen Cannon Property Owners Association, Inc., Grantee, dated September 4, 2002 conveying private roads and their maintenance to GCPOA, with right to assess and file liens stated and recorded in Book 119, pages 76 to 86).

Private Roads Committee Policies: In addition to the responsibilities listed in the body of the covenants the following is additional information on some of the policies of the Private Roads Committee:

- The Committee will provide an annual business plan and budget for GCPOA approval, outlining the necessary maintenance and repair of the designated private roads with cost estimates and planned expenditures.
- When required, outside consultants will be retained to advise on road repairs.

- The Committee will maintain regular communication with designated private roads property owners and report annually (or more often, as needed) to the GCPOA Board and these property owners the monies collected and disbursed, the work planned and the account balance. Monies collected shall be maintained in a separate bank account by the PRC for maintenance of the designated private roads.
- The Committee will assist, upon request, those lot and homeowners on the designated private roads in acquiring needed repair or removal of snow and ice, but the PRC is not responsible for contracting such services for private roads property owners.
- The Committee will attempt to have representation from different areas within the designated private roads community in its committee membership.
- In the event of incapacity or resignation of a PRC member, the PRC will find a replacement to be approved by the GCPOA Board. Replacements will be determined by existing PRC members after formal introductions and interviews of potential candidates are conducted and the PRC votes.

APPENDIX 4: GLEN CANNON PROPERTY OWNERS ASSOCIATION, INC., MEMBERSHIP, VOTING RIGHTS AND RESPONSIBILITIES

The Bylaws approved by the membership at the GCPOA Annual Meeting in September of 2010 specify that:

- All property owners are, by definition, members of the association per the Articles of Incorporation.
- Membership is a function of owning property in Glen Cannon but only those property owners who are current on their dues have GCPOA voting rights. For purposes of obtaining voting rights, property owners who have not previously paid dues are required to pay for as many full years as they have owned the property up to five (5) years.
- The purpose of the GCPOA, as stated in the Covenants and the Bylaws, is to promote cooperation among property owners in Glen Cannon, to maintain the quality of life in the subdivision, to help protect property values from adverse influences and to provide for the maintenance of community owned property.

- The responsibilities of the GCPOA are further identified as follows:
 - To ensure the Protective Covenants within the platted areas are upheld and to work with the developers of tracts within Glen Cannon to ensure that Covenants for any new section or sections are in consonance with existing Covenants.
 - To ensure that all Protective Covenants for each platted section of Glen Cannon are continued, unless modified by a majority of property owners in accordance with the terms and original intent of the covenants.
 - To act on behalf of or in support of property owners to get appropriate action from government agencies and contractors in matters of road maintenance, snow plowing, roadside trimming and other issues that may arise.
 - To provide for the maintenance of roads owned by the GCPOA and when feasible work toward state takeover of the roads.
 - To support an individual or groups of property owners in dealing with general service problems related to, but not limited to electric, natural gas, telephone and cable TV companies.
 - To work to improve security, safety, protection of property and access to emergency services including law enforcement, emergency medical and fire protection services.
 - To work with area realtors, building contractors and attorneys to assure knowledge of and compliance with existing restrictions and covenants.
 - To raise necessary funds to provide for community property maintenance and improvement and other activities approved by the Board.
 - To promote a sense of community and community spirit through good communications and social activities.
 - To engage in other activities, approved by the Board that may arise from time to time, and are deemed to impact the entire Glen Cannon Community or a specified portion of the development.

Given the responsibilities for the GCPOA voted on by the members of the GCPOA in the 2010 Bylaws, the GCPOA has the right and the responsibility to request annual dues in order to achieve the stated objectives. Members of the GCPOA (all property owners) therefore have an obligation to pay the annual dues required to achieve these GCPOA objectives.