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CADENCE POINT

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OF

CADENCE POINT

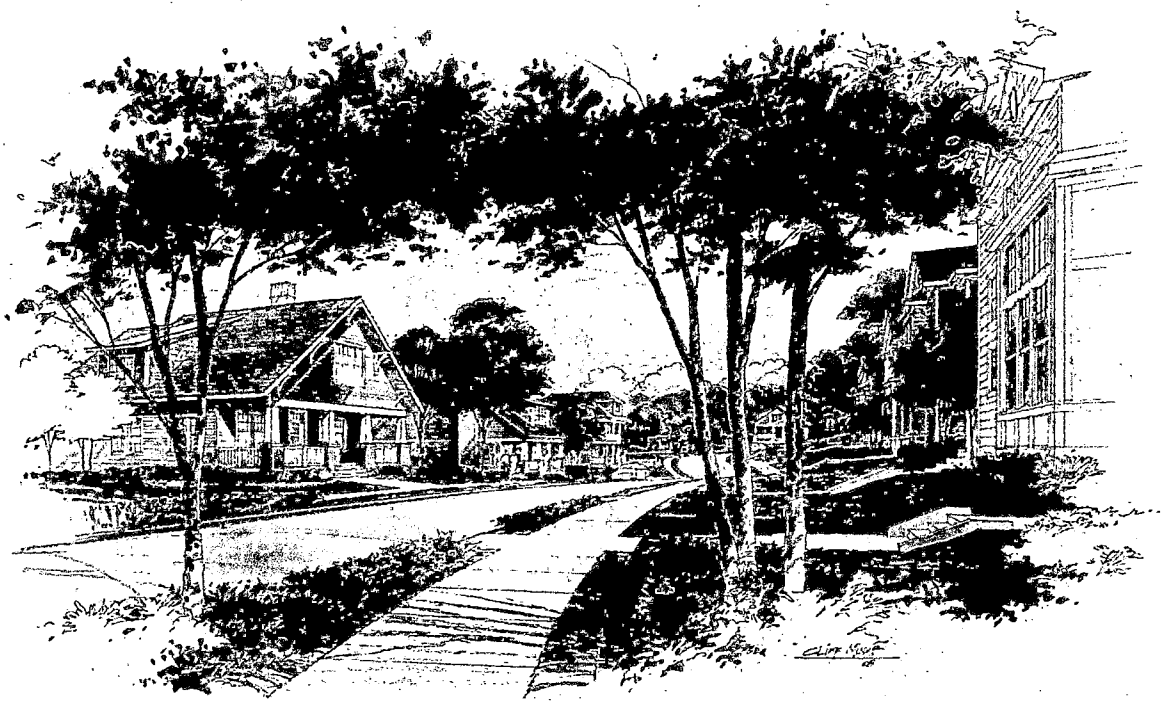
PROPERTY OWNERS' ASSOCIATION, INC.

Revised
April 29, 2021

Prepared By and Return To:

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CADENCE
POINT



Come to Life

DECLARATION
OF
NEIGHBORHOOD STANDARDS
Covenants, Conditions and Restrictions

Brevard, North Carolina 28712

Revised 04/29/2021

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DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

"Association" shall mean and refer to the Cadence Point Property Owners' Association, Inc., a North Carolina not-for-profit corporation its successors and assigns.

"Board of Directors" or "Board" shall mean and refer to the Board of Directors of Cadence Point Property Owner's Association, Inc.

"Review Committee" or "Committee" shall mean individuals designated by the Association's Board of Directors to perform the duties of the Review Committee set forth herein. The developer shall serve solely as the review Committee until at least 50% of all lots are sold, unless such a Committee shall be authorized consisting of Board Members by the Developer.

"Members" shall mean Members of the Association owning lots within Cadence Point.

"Common Area" shall mean all real property which the Association and or the Declarant owns for the non-exclusive common use and enjoyment of the Owners of all Lots, together with non-exclusive, easements of ingress and egress over private roads/alleys indicated on the Plat.

"Declarant" shall mean and refer to Cadence Point, LLC or its successors and assigns if such successor or assign acquires the rights, title, and interest of Cadence Point, LLC, a North Carolina Limited Liability Company and Developer, to this Declaration.

"Lot" shall mean and refer to any tract of land, with the exception of land designated as Common Area, shown on the recorded Plat of Cadence Point, or any other parcel of land currently owned or later acquired by Declarant which is conveyed subject to the scheme of this Declaration.

"Members" or "Membership" shall refer to all Lot Owners within Cadence Point that by virtue of ownership are Members of the Cadence Point Property Owners' Association.

"Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the subdivision, including the Declarant and including contract sellers, but not including contract purchasers and not including those having such interest merely as security for the performance of an obligation.

"Plat" shall mean and refer to the subdivision plat of the properties recorded in the office of the Register of Deeds of Transylvania County, North Carolina, as the same may be hereafter amended or supplemented.

"Development" or "Neighborhood" shall mean and refer to that certain real property herein described and designated as Cadence Point, as well as such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Standards" shall refer in its entirety to this Declaration of Neighborhood Standards, Covenants, Conditions and Restrictions.

SECTION 1
INTRODUCTION

An individual's or family's home and the neighborhood in which it is located have a profound impact on one's quality of life. To ensure Cadence Point (hereinafter referred to as the "Development" or the "Neighborhood") represents a true sense of community, the Cadence Point Standards, Covenants, Conditions and Restrictions (hereinafter referred to as the "Standards") have been written to allow for Owners to have a great deal of neighborhood self-determination while protecting the integrity of the neighborhood. Consequently, focus has been provided on process related issues which help ensure members of the Cadence Point Property Owners Association (hereinafter referred to as the "Association") have the means to ensure the utmost in quality, livability, and maintenance of home economic value, and quality of living. Underlying these standards is an inherent desire for the Association and Review Committee to act reasonably and responsibly to serve the best interest for all Lot Owners.

The Developer's vision for Cadence Point was to recreate a traditional sense of historical downtown Brevard neighborhoods in contrast to outlying tract or subdivision developments. It strives to incorporate the neighborhood into the community at large, versus attempting to create a separate community, promoting intra-community socialization and community interaction. Cadence Point recognizes the economic, environmental, and social needs for quality housing within walking distance of downtown, while providing an inter-generational neighborhood environment that beckons interaction among neighbors. The overall goal of the neighborhood is to be a traditional full-time resident community versus a transitional second home or resort-oriented type development. Fundamentally, Cadence Point's values seek to create the foundation of a caring neighborhood that reminds each of us of the importance of living each day and life to their fullest.

These Standards are to be understood as an instrument to assure the correct implementation of the sustainable vision of Cadence Point. As the development and the evolution of Cadence Point progresses, these Standards should promote consistency and excellence of design, sensitivity to the man-made and natural environments, promotion of social harmony, and protection of economic value.

SECTION II
DECLARATION

THIS DECLARATION OF NEIGHBORHOOD STANDARDS, COVENANTS, CONDITIONS, AND RESTRICTIONS, are made on the date herein set forth by Cadence Point, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

Declarant is the owner in fee simple of certain real property located in the City of Brevard, Transylvania County, and State of North Carolina (described more fully herein), which shall be or has been developed as a residential development under the name of Cadence Point. Upon recordation with

the Transylvania County Register of Deeds of the final Cadence Point plat ("Plat"), these Standards, updates and any amendments thereafter shall be incorporated by reference in all deeds of property within the Development to assure that all real property contained within the Plat shall be developed according to the common scheme of this Declaration.

For the purpose of enhancing and protecting the quality of life, value, attractiveness, and desirability of the Lots and homes constituting such a neighborhood, Declarant hereby declares that all of the real property described herein and each part thereof and any properties subsequently annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each existing and future owner thereof.

SECTION III
NAME

This development shall be known and designated as Cadence Point, a single-family residential development located in the City of Brevard, Transylvania County, and the State of North Carolina.

SECTION IV
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM

Land Subject to this Declaration. The real property consisting of approximately 11.63 acres, which is and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration is located within the City of Brevard, Transylvania County, State of North Carolina and comprises all the lots, tracts, and easements shown and/or platted within or upon the property described above as recorded in the Office of the Register of Deeds of Transylvania County, North Carolina. The property subject to this Declaration is herein referred to as the "Development" or "Neighborhood."

Platting and Subdivision Restrictions. The Declarant shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the property subject to required governmental approvals, and to file subdivision or development restrictions and/or amendments thereto with respect to any undeveloped portion, or portions of, or additions to, Cadence Point.

Additional Land. Declarant may, but shall have no obligation to add at any time or from time to time to the scheme of this Declaration Additional Lands, provided only that (a) any portions of the Additional Land added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portions of such Additional Land shall at the time of addition to this scheme be platted as residential lots or townhomes, (c) said plat of the Additional Land shall dedicate, or commit to dedicate, to the Association the Common Areas of said plat of the Additional

Land, and (d) upon addition of the Additional Land to the scheme of this Declaration, the owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association for their pro-rata share of Association expenses. The addition at any time or from time to time of all or any portion(s) of the Additional Land to the scheme of this Declaration shall be made and evidenced by filing in the Transylvania County Register of Deeds Office, Brevard, North Carolina, a supplementary Declaration with respect to that portion of the Additional Land to be added.

Amendment by Declarant. Declarant reserves the right to amend and supplement this Declaration without the consent of the Association or of any owner and/or mortgagee, if any, of land in Cadence Point, so long as Declarant owns more than fifty percent (50%) of all Lots.

Amendment by Lot Owners. Lot Owners may amend and supplement this Declaration so long as more than fifty percent (50%) of all Lot Owners eligible to vote do so affirmatively to such amendment or supplement.

Owners' Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot.

Association's and Lot Owner's Rights for Crossing For Reasonable Repairs. Each Lot Owner is responsible for the maintenance and repair of his Lot and any improvements thereon. Each Lot Owner shall afford the Association, its agents and when necessary to another Lot Owner access through the Owner's Lot reasonably necessary for any such maintenance, repair and replacement activity. If damage is inflicted on any Lot by an agent of the Association or other Lot Owner in the scope of the agent's activities, the Association or Lot Owner, depending on the agency representation, is liable to repair such damage or to reimburse the Lot Owner for the cost of repairing such damages.

Public Utility and Road Easements. All public utilities and public roads, including but not necessarily limited to Duke Energy, City of Brevard, Comporium Telephone, and other public utilities shall have the right of ingress and egress on and through public easements for the purpose of asset renewal, maintenance, and or construction.

Declarant's Rights. Nothing contained herein shall be construed to limit the Declarant's ability or rights to fully develop the property as permitted and designed. The Declarant may, at its sole discretion, change or modify the development to ensure consistency of its vision and to facilitate a continuing quality development. During development and until completed, the Declarant shall not be bound by Review Committee approval processes defined herein.

SECTION V
HOMEOWNERS' ASSOCIATION

Creation. Before any Lots may be sold, the Declarant shall create the Cadence Point Property Owners' Association (herein referred to as the "Association"), a not-for-profit entity, for the purpose of maintaining the quality and enforcing the Neighborhood Standards, Covenants, Conditions and Restrictions (known as the "Standards") contained in this document and for such additional purposes as the Declarant and Association's membership shall, from time to time, deem necessary, proper and/or advantageous.

Procedure For Creation. The Declarant shall develop and file with the Transylvania County Register of Deeds the Association's Bylaws, consistent with the laws of the state of North Carolina, including, but not limited to the North Carolina Planned Community Act, as well this Declaration of Neighborhood Standards, Covenants, Conditions and Restrictions before transferring title to the first Lot sold. The Cadence Point Property Owners' Association Bylaws are incorporated herein by reference. Upon creation and filing, the Declarant shall capitalize the Association with a beginning reserve balance of $2,000.

Membership. All Owners of Lots within the Development shall (totaling 31 lots), by acceptance of their deeds, become members of the Association and subject to these Standards. Owners of multiple lots shall have a vote for each lot owned, be they the Developer or another Owner.

Membership in the Association shall subject all Owners to the rules, regulations and fees of the Association. Each recorded Lot Owner shall have one (1) vote per Lot owned, and the Declarant shall have one (1) vote per Lot owned by the Declarant. Only one (1) vote per Lot is allowed, regardless of the number of Owners of the Lot. The Declarant shall reserve the right of veto until such date as stated in the Association's Bylaws. Each Lot Owner shall be deemed to covenant and agree to pay the Association any monthly, quarterly, annual or special assessments set by the Association. Any unpaid Association assessments and/or any special assessment, together with interest thereon and cost of collection, shall be a continuing lien on the property affected and shall also be a personal obligation of the Owner of the Lot on the date when the assessment is due.

Declarant's Responsibilities Assumed By Association: Subsequent to the adoption and filing of said Bylaws by the Declarant, the creation of the Association and the sale of the first Lot to parties other than the Declarant or affiliate of the Declarant, the Declarant shall have no further responsibility or liability for the maintenance of the Development's common areas or the payment of taxes or insurance thereon. However, the Declarant, so long as it owns one or more Lots, shall be responsible for payment of its pro-rata share of Association fees. Common areas, as used in this document, shall mean all property within the Development which is owned by the Association for the common use and enjoyment of the Lot owners, all non-public or utility infrastructure, parks, community buildings, and entrances to the neighborhood other than that deeded to the City of Brevard or other public utility. Such responsibility and liability for maintenance shall belong solely to the Association upon dedication, filing and sale of the first

Lot.

Assessments and Uses of Funds: Annual assessments (which may be paid monthly or quarterly) shall be assessed by the Association on all Lot Owners at a rate no less than $100 per month or $1,200 per year. Such minimum rate shall not be reduced so long as the projected operating budget requires this or a greater level of funding, and the reserve fund has a balance of at least $25,000. Until such time as the targeted reserve fund is achieved, at least twenty percent (20%) of all fees shall be allocated to the reserve fund. Based on annual budgets approved by the Membership, the monthly fee shall be increased or decreased, so long as the minimum reserve fund has been met and is maintained. Owners, including the Declarant, owning only a Lot or Lots with or without homes shall be assessed the annual assessment to be paid monthly or quarterly. Any increases or decreases in annual fees shall be based on the actual cost of operations and maintenance of common areas, electricity, costs of common area taxes, if any, cost of any tax preparation fees, liability insurance, capital reserves, and other necessary expenses, including grounds and lot maintenance of all common areas and all Lots.

Assessments may be increased or decreased by the Board of Directors or Declarant based on the required funding necessary to fund the Association's approved annual budget. Should not new budget be adopted on a yearly basis, the most recent previous year's budget shall continue to be applied. Funds shall be utilized to fund costs defined above, as well as other costs, if any, to effectively manage the Association and maintain the Development, but shall not be restricted in use other than those guidelines set forth in the North Carolina Planned Community Act. Funds may be utilized for community social events, to employ professional engineering services, and legal services for the benefit of the Neighborhood as a whole. Funds may be utilized to construct new amenities or infrastructure, so long as the proposed project (s) is approved by two-thirds vote of Association Members. No funds shall be utilized by any member of the Association for personal reasons or gain. All funds of the Association shall be held in an Association checking account with a local reputable bank and may also be held in an Association savings account for reserve funds. The Association, based on need and with two-thirds vote of the Membership, may make one-time special assessments as necessary to ensure the quality and integrity of the Development.

The Association and/or its designated management is responsible for contracting for lawn care services and ensuring the consistency and quality of services to ensure continuing attractiveness of yard and common area landscaping. All contracts for lawn service shall have a thirty-day written notification provision for cancellation of services without penalty. Lawn care services, unless altered by two-thirds of the Membership, shall include grass cutting, edging, blowing of grass clippings and leaves, picking up debris and limbs, mulching common areas, trimming shrubbery within the common areas, replacing common area shrubs, and seasonal plantings within common areas as directed. Mulching and trimming and/or replacing of shrubs for individual residences shall not be a part of this scope of services. These landscaping activities, including tree removal, shall be at the direct cost to the Lot Owner and costs shall or may be negotiated with the service provider or other party.

Association Members who have not paid their assessment(s) within thirty (30) days of the due

date shall be fined the greater of an additional ten percent (10%) of the balance due or $20 per month for each and every month the fee(s) is not paid. Should North Carolina Statute 47 F.3-102 be modified to alter such allowable late assessments, such assessments shall comply with State requirements. Should any Lot Owner fail to pay assessed monthly assessments for a period of three (3) months or more, the Board of Directors of the Association, pursuant to N.C. state laws, may file a lien on the Lot Owner's property until assessments are paid in full.

Powers of Association: The Association shall have all of those powers provided for in the North Carolina Planned Community Act including certain powers as follows:

A. To enforce and provide for the enforcement of the Standards contained herein.

B. To employ qualified engineers to inspect the Development's storm drainage / StormTech system and ensure working order, providing annual documentation of such engineering inspection and repair/cleaning, if required, to the City of Brevard's Planning Department.

C. To reasonably maintain all common areas within the Development, to pay taxes thereon should they be assessed, and to maintain and pay for insurance thereon.

D. To pay utility bills associated with common areas.

E. To provide for the common protection and security of the Development.

F. To contract with lawn care service providers on behalf of all Members for monthly lawn care.

G. To assess and collect from all recorded owners of the Development such monetary sums as may be reasonably necessary or proper to maintain the entrance, back-alley roads, and any other common areas of the Development.

H. To hire and fund professional management of the Association, as well as to contract for or delegate the contracting of common area maintenance services, unless Members affirmatively vote for self-management.

I. To generally promote the well-being of the Neighborhood promoting a sense of community and well-being, seeking to enhance all Owners' investments in the Development.

J. To undertake annual reviews of funds and submit any required tax filings, providing quarterly and annually financial statements of the Association to all Members should the Association have revenues and expenditures requiring tax filings.

K. To perform any and all other powers necessary and proper for the governance of the Association.

Management of the Association: The Association shall be managed by the Association's Officers (consisting of a President, Treasurer and Secretary, which shall initially account for the entire Board appointed by the Declarant until such time as fifty-one percent (51%) of all Lots are sold, unless waived by the Declarant. At such time fifty one percent (51%) of the Lots are sold, those Officers designated by the Declarant and not residents of the Development shall relinquish their positions with the Association and the Membership Shall elect new Officers. Membership may elect the Declarant or their representative to the Board after fifty one percent (51%) of the Lots are sold, so long as Declarant continues to own Lots. The Association may employ professional agents to manage the Association, including affiliates of the Declarant.

SECTION VI
LAND USE AND STRUCTURE TYPE

All numbered Lots in the Development shown on the recorded plat herein referred to are hereby designated residential Lots as to their permissible uses. No trade or commercial business of any kind may be conducted on any Lot, nor may any traded materials or inventories be stored upon any Lot. Lease or rental of a dwelling for residential purposes shall be allowed. However, any Owner leasing or renting any home within the Development shall ensure their lease references full compliance with these Standards. This provision shall not prohibit a home-based office.

No building shall be erected, altered, placed or permitted to remain on any Lot other than residential units and associated carriage houses approved by the Developer or Association. Such homes shall include, but are not necessarily limited to those homes and carriage houses designed for Cadence Point by Harris Architects and shown in Exhibit A. All homes developed within and on Lots within the Development shall adhere to all restrictions as set forth by the City of Brevard and other governmental bodies with authorized jurisdiction.

Use Restrictions

The following uses shall be restricted, prohibited or require association approval.

a) **Recreational Vehicles and On-Street Parking** – Any recreational vehicle, including boats, motorcycles, bicycles, campers, trailers or motor homes, shall only be stored inside a garage or carport and may not be parked on a driveway, grounds, or street or alley within the Development other than for short term duration. Although not a part of these Standards, it is noted that the City of Brevard prohibits on-street parking on Cadence Circle.

b) **Pet & Agricultural Restrictions** – Cadence Village is a pet friendly community. While pet friendly, these restrictions seek to protect the safety, enjoyment, and welfare of all resident Owners and their pets. Owners shall be allowed no more than two domesticated pets per Lot. No agricultural (swine, cattle, poultry, horses, ponies or other farm animals) or exotic pets shall

be allowed. Pets shall reside indoors, except for occasional yard visits for recreation. No pet shall be allowed to run free within the neighborhood (with the exception of the yard area of the Owner, so long as an approved fence has been erected) and all Owners shall utilize leashes when walking their dogs within the Development. Owners shall be responsible for cleaning and disposing appropriately all pet waste. Owners will seek to minimize disturbances by pets to ensure the tranquility for all Owners. Pets shall be muzzled if they consistently bark, howl or make other disturbing noises which might be reasonably expected to disturb any other Lot Owner. Owners are encouraged to consider the appropriateness of the size and breed of domesticated pets. The Association reserves the right to prohibit pets of certain breeds that are considered to be overly aggressive or represent a potential danger to residents. No commercial breeding of pets shall be permitted.

c) **Noxious Activities** – No Owner shall be allowed to undertake any activity that creates a harmful, toxic, poisonous or injurious potential to resident Owners and/or their property. Outdoor bonfires or wood burning fire pits are expressly not permitted for fume and safety reasons. Indoor traditional wood burning fireplaces are prohibited. Homes may install propane or natural gas fireplace inserts or gas fire pits and propane outdoor heaters. Permanent above ground tanks for this purpose shall be vegetatively screened or placed below grade.

d) **Refuse, Garbage, Garbage Cans, Tanks, Woodpiles, Etc.** – Refuse, recycling and garbage shall be placed in containers approved or accepted by the City of Brevard and shall only allow these waste containers/garbage cans to be located street-side on the day of collection by the City. During all other times these garbage containers should be stored in garages or to the rear of the home or carriage house. Refuse consisting of limbs or yard materials shall not be allowed for more than one week and arrangements shall be promptly made with the City to ensure timely pick-up. Woodpile and materials storage shall be stored out-of-site and in a garage. Exceptions are made during periods of construction.

e) **Clotheslines** - Only steel or aluminum umbrella dryer clotheslines may be utilized. Special care should be given to minimize any negative aesthetic impacts. Clotheslines are expressly permitted in an effort to reduce the consumption of energy for clothes drying.

f) **Fences** – No fences shall be constructed except after approval and review by the Review Committee of the Association, and all fences shall be designed and constructed so as to be compatible with the Development and its surroundings. In no cases may fences be erected that restrict other property owners' views or serve as offensive to sight and value of neighboring properties. Underground electric pet fences are permitted.

g) **Pet Houses, Other Out-Buildings and Gazebo's** – No pet houses, other out-buildings or gazebos are permitted within the development, with the exception of common areas where the Declarant and/or Association may construct a maintenance building and/or gazebo.

h) **Exterior Storage, Including Automobiles** – No exterior storage, including storage of non-

operable automobiles, watercraft, or other mechanical equipment will be allowed. Collector automobiles or other mechanical systems used only on occasion shall be stored in Owner's garage.

i) **Yard Ornaments & Decorations** – Temporary holiday ornaments and decorations are permitted. Permanent yard ornaments, sculpture, and decorations must be approved by the Review Committee of the Association.

j) **Mail and Paper Boxes** – All mailboxes, mailbox holders and newspaper holders shall be of the approved standard design(s) of the Declarant and must adhere to the applicable specification of the U.S. Postal Service. Each owner shall be responsible for the maintenance and replacement of his or her mail or paper box so as to keep it in a state of good repair at all times.

k) **Satellite Dishes, Aerials and Antennas** – Satellite dishes shall not be placed anywhere within the front boundaries of any residence and must be attached to the residence. Satellite dishes shall not exceed one meter in diameter, unless provided for by law.

l) **Construction or Expansion of Decks & Patios** – Homes without a deck or patio shall have the right to construct such additions or expand existing structures subject to the approval of the Review Committee and obtaining of required government permit(s).

m) **Landscaping** - Diverse kinds of landscaping shall be permitted with restriction that the property shall not be permitted to be overgrown with noxious weeds nor continuously left in an uncared for condition. Any plantings on a lot must be well maintained by the lot owner or service. Leafy spurge, bull thistle and all other noxious weeds must be controlled by each Lot Owner or their service, and no unkept yards shall be allowed. While specific plant materials are not restricted, Lot Owners are encouraged to use native plant materials and flowers. All Lot Owners shall use Association lawn services.

n) **Tree Removal** – No trees over three (3) inches in diameter measured at a height of four (4) feet above the ground shall be removed or pruned unless done so by a professional tree removal service and with the approval of the Association's Review Committee.

o) **Building Locations** – All building locations shall be governed by requirements of the City of Brevard and shall comply with setbacks shown on the recorded plat or future approved plats.

p) **Oil and Gas Wells, Subsurface Mining, Water Wells & Septic Tanks** – Each of these activities or uses are expressly prohibited.

q) **Condition of Homes and Carriage Houses**– All homeowners are required to maintain their exterior facades in good condition ensuring quality of paint and materials consistent with the

overall Development's Standards.

r) **Fireworks Prohibition** – Fireworks within the Development are prohibited.

s) **Firearms and Other Projectile Propulsion Devices** – The discharge of firearms within the Development, including rifles, guns and pistols of any kind, caliber or type and any other devices which propel bullets and other projectiles through the air utilizing any method of propulsion are prohibited. This provision does not apply to City and State police or security guards that may be employed by the Association.

t) **Willful Destruction of Wildlife** – No hunting shall be allowed in the Development. Animals causing or creating a nuisance shall be removed by contacting the governing bodies animal control officer.

u) **Use of Off-Road Vehicles** – No off-road vehicles of any type may be utilized within the Development.

v) **Outdoor Lighting** – Low voltage landscaping and additional low light shed exterior lighting shall require approval by the Review Committee. Approval shall not be unreasonably withheld.

w) **Energy & Water Conservation Equipment** – Exterior energy conservation or renewable energy systems may be allowed subject to the approval of the Review Committee. Such systems may include photovoltaics, solar panels, geo-thermal and rain barrels. Approval shall not be unreasonably withheld.

x) **Window Air Conditioning Units** – No window unit air conditioners shall be allowed.

y) **Lawn Irrigation Systems and Water Conservation** - The installation of lawn irrigation systems by a qualified installer is allowed. Installation shall require that lawns be returned to properly landscaped condition. All installed lawn irrigation systems shall incorporate wood grain rain barrels to capture roof top runoff and to minimize water consumption.

z) **Pools** – No permanent underground or above ground pools shall be allowed unless constructed in a common area by the Association for all Members use.

aa) **Signs** - No sign of any kind, except for provisions made herein, shall be displayed to the public view on any lot except: (1) a sign of not more than one foot square showing the owners name and conventional house address or number; or (2) one professional sign of not more than four (4) square feet advertising the property for sale or rent, or (3) signs of the Declarant, or approved by the Declarant, to advertise the property during the construction and sales period of the Development. In all cases, signs must comply with the City of Brevard's signage covenants. Political signage of no more than four (4) feet square promoting the candidacy of candidates for

public office may be permitted, so long as such signs are removed not later than five (5) days after the election. No more than two such political signs may be temporarily placed on a lot.

USE OF COMMON AREAS

The designated Common Areas of Cadence Point include a passive neighborhood park or green space on the south side of Forest Hills Circle, and (b) a neighborhood common area for a community "Victory" garden and shall be the site for the neighborhood's subsurface stormwater drainage system (StormTech System), (c) back alleys to allow access to homes, (d) entrances and associated entry signage and lighting (d) all landscaping within common areas and (e) any and all exterior sculptures, furniture and fixtures located within said Common Areas. Said Common Area located to the North of Forest Hills Circle, subject to government approval, may be sold by the Association so long as resulting funds are dedicated to the Association's reserve fund.

The common areas of Cadence Point are for the use of the Owners and their accompanied guests. Unless otherwise noticed these areas may be enjoyed at all times and it is expected that no activity shall take place which may be considered offensive or noxious to the community. Once completed by the Declarant, the Association shall be responsible for maintenance, improvements, lighting, and landscaping of all common areas. The Board of the Association shall have the right to rent the Community Pavilion to non-Owners on a daily basis. Such rents shall accrue to the benefit of all Owners and shall be adequate to cover the associated cleaning and maintenance costs resulting from such rental, as well as a profit to offset costs of the Association.

SECTION VII
PROJECTS REQUIRING REVIEW AND APPROVAL

Most building projects require compliance with State, County and/or City regulations and laws. Compliance with Cadence Point Standards does not supersede these regulations and laws. It is the responsibility of the Owner to be informed of these compliance issues and to secure the proper governmental permits.

All of the projects and situations listed below require formal submittal by the Owner to the Cadence Point Property Owners' Association's Review Committee for review and approval. The requirements for submittal of a request for approval to the Review Committee, contents for the submittal and the processes for review and approval thereof are described as follows.

Required Actions of Owners
and
Activities Requiring Approval by the Architectural
Review Committee And General Guidelines

- **Demolition:** In the case of partial or total destruction of property due to fire or other disaster, it is the property Owner's responsibility to provide demolition and clearance of these areas within at least 3 months unless delayed by law, pending investigation, or insurance prohibitions.

- **New Construction:**
  a) Construction of a new home, including grading and landscaping. Such new construction requires the Architectural Review Committee to approve the:
     - Home Design Including Proposed Exterior Materials Including Siding, Windows and Doors, as well as those for Front Entry Steps and Porch;
     - Proposed Contractor and Grading Subcontractor;
     - Grading Design;
     - Landscaping Plan;
     - Construction Logistics Plan;
     - Exterior Painting Palette/Colors;
     - Requirement for Outdoor Space; and
     - Foundation Requirements, Noting Crawl Spaces or Basements are Required.
  b) Total replacement of home after destroyed by fire or other disaster.
  c) Exterior renovations, remodeling, additions and maintenance that change the original exterior appearance (shape, size, materials, colors, and finishes), including decks and patios. Interior renovations that impact the exterior view of the building.

- **Exterior Painting:**
  Exterior paint colors must comply with Cadence Point standards provided as follows. Should the specified colors not be available at some future date, the closest possible matching color and quality of paint may be used, subject to approval of the Review Committee for which approval will not be unreasonably withheld. Such requests shall require only a written request to the Board and shall be exempt from review fees. The Architectural Review Committee may consider and approve color palettes differing from the standards noted below.

  <u>Exterior Color Schemes (Benjamin Moore Brand)</u>

  - Georgian Brick HC-50, Fairview Taupe HC-85, Huntington Beige HC-21, Navajo White (trim)
  - Silver Pine AC-21, Texas Leather AC-3, Briarwood E-73, Navajo White (trim)
  - Cork 2153-40, Gloucester Sage HC-100, Gettysburg Grey HC-107, Navajo White (trim)
  - Huntington Beige HC-21, Knoxville Gray HC 160, Brewster Gray HC-162, Navajo White (trim)
  - Window color options: brick red, off white and dark brown

- **Landscaping: (A)** Significant changes in the initially installed landscaping. This does not refer to

a substitution of plant materials or removal of diseased or dead plants but refers to major changes in the overall landscaping plan requiring the potential need for earth movement and alterations in surface drainage. **(B)** The removal or cutting of any tree with a diameter of more than 3 inches (measured 4 feet above the ground), unless the tree is diseased, dead or represents an imminent danger to adjacent homes.

- **Other:** The construction and /or installation of the following: driveways, fences, antennas, satellite discs, exterior lighting, exterior sports equipment, and other use restrictions as noted herein.

REVIEW COMMITTEE

Until 51% of the Cadence Point Lots are sold, the Declarant or its agent will review and approve all submittals for construction and installations, unless Declarant has assigned such powers to an Architectural Committee of the Association. The Declarant or its agent will administer the escrow accounts in conjunction with the submittals. After 51% of the Cadence Point properties are sold, the Architectural Review Committee of the Cadence Point Property Owners' Association will administer the submittals. All construction and installations designed and executed by the Developer for Cadence Point are exempt from submittal to the Architectural Review Committee. The Declarant, based on their sole judgement without relinquishing any rights herein, may at any time defer to the Association's Architectural Review Committee. These home and carriage house designs are shown in Exhibit A.

Post control by the Declarant, the Review Committee shall consist of 3 members, including a chairperson, appointed by the Association's Board of Directors from members of the Association. The chairperson is the administrator and the contact person for the Committee. Unless noted otherwise the Review Committee shall attempt to meet on a quarterly basis. Special meetings may be called upon the request of Association members and shall be held at a time and place reasonably convenient to Committee members, subject to any government regulation recommending or disallowing group meetings, such as during a time of pandemic. A quorum of two members is necessary to transact business and proceedings.

REVIEW PROCESS

It is in the property Owner's interest to establish contact with the administrator prior to submittal to prevent any miscommunication regarding the submittal content and procedures. This will in most cases expedite this process.

Submittals and Reviews:

The submittal and review process consist of two steps:

a) Preliminary Submittal and

b) Final Submittal.

The two-step process allows the Review Committee to comment on a project at an early stage before an Owner has spent considerable time and money on its proposed project.

The Final Submittal will not be reviewed until the Preliminary Submittal is approved.

a) Preliminary Submittal consists of: Construction Application (Appendix 2), the Preliminary Submittal Documents (Appendix 3) and the Review Fee.

b) Final Submittal consists of: Final Submittal Documents (Appendix 4), the Construction Agreement (Appendix 5), Fees (if applicable), the Construction Deposit (see below) and a staked perimeter of the new construction.

Upon approval of the Final Submittal by written statement, the Owner shall receive a Construction Permit (Appendix 6) and may commence with construction.

- Construction Inspections:

  After issuing the Construction Permit or written authorization to proceed, a designee of the Committee will undertake scheduled and non-scheduled inspections of the construction in regard to compliance with the approved submittal. Standard inspections are site layout (prior to clearing and grading), foundation, framing, finished construction, clean up and landscaping.

  A Certificate of Compliance (Appendix 7) will be issued to the Owner when the construction of the project is completed pursuant to approved plans, the approved exterior colors are applied, the approved landscaping plan is completed, all temporary facilities are removed, any necessary repairs of common areas, right of ways and neighboring property are completed and the project is also completed within the designated construction deadlines (see below).

  All proposed projects must have all required approvals by the City of Brevard and/or Transylvania County before a Certificate of Compliance from the Architectural Review Committee is provided.

Permitting Fees:

The following fees (non-refundable) are required to be paid to the Association at the time of submittals as follows. Such fees may be changed by the Association with notice to Owners.

Review Fee: to be deposited with Preliminary Submittal. Should the following fee structure not address an Owner's specific proposed project, the Review Committee shall set a reasonable fee to facilitate review. The Review Committee's review and approval in no way designates an

engineering assessment of the proposed project and the Committee and Association shall not be held responsible for any failures, accidents or other incidents associated with the Owner's approved project.

$ 50.00 –	for landscaping plans, fences, patiors, decks, satellite dishes, etc.
$175.00 –	for exterior home improvements other than exterior painting using the same colors and roofing.
$250.00 -	for new home construction.
$250.00	for home demolition.

Completion Deadlines:

All construction of projects shall be completed within the following timeframes:

a) New home construction within 18 months of receipt of Construction Permit
b) Total re-construction: within 18 months of receipt of Construction Permit
c) Additions, remodeling: within 12 months of receipt of Construction Permit
d) Landscaping alterations within 60 days

When necessary, completion deadlines may be extended by written request to the Review Committee explaining the circumstances of the request. An extra Review Fee of 50% must be paid to the Association if the extension of a completion deadline is granted.

DESIGN GUIDELINES

In all circumstances (new construction, total reconstruction or remodeling and additions) the architectural design strategy should be one of "integration" in order to maintain the design cohesiveness of the Cadence Point environment. A positive and desirable architectural design includes minimal site disturbance, a design style that blends rather than contrasts with the existing context and landscaping that incorporates more indigenous plant species rather than transplanted exotics. Skillfully applied these issues and elements define the overall quality of the Cadence Point development.

In the case of new construction, additions, or total reconstruction of a home due to fire or otherwise, the architectural design is to be chosen from the existing palette of Cadence Point home designs (See Exhibit A or future approved designs by Declarant and/or Association). The Declarant or its assign, the Association's Architectural Review Committee, shall have the sole right to approve which home plan(s) can be constructed on each site. In all cases (new construction, reconstruction and additions) the design styles must adhere to the arts and crafts or modified Charleston side porch designs. Materials, including window and door selections shall be consistent with noted designs and compliant with existing homes. Building materials shall be consistent in all regards with designs and compliant with existing homes. Outdoor spaces are a requirement for each home (patio or deck), which must be approved, with an approved landscaping plan requiring fine grading and front and partial side yard sod upon completion. Color selections must be from the approved palette or approved by the Architectural Review Committee and consistent with existing compliant homes. Owners and contractors should note the diversity of painting detail on existing homes, including the use of belly bands of differing colors between the foundation and siding, as well as between the transition from shake type siding to lap siding. Any home constructed that is deemed non-compliant may be restricted from being sold at the sole discretion of the Association pursuant to North Carolina state laws.

CONSTRUCTION AND CONTRACTOR RULES

Neither the Cadence Point Property Owners' Association, the Declarant or the Review Committee of the Association undertakes any responsibility to inspect or monitor the performance of any project executed on behalf of an individual property owner. Any such inspections are performed for the sole benefit of the inspecting entity. The Association, Committees, or Declarant make no warranties of good workmanship, design, quality, structural integrity, fitness for purpose, merchantability or compliance with any applicable building codes and other government requirements as to the project.

It is the collective responsibility of property Owners, their contractors and sub-contractors to honor the rules of the community in order to insure the safety of residents and to mitigate the damage, disruption, and disturbances a construction project imposes upon the community.

The specific rules applying to all construction projects are figured in the Construction Agreement (Appendix 5) that is co-signed by the Owner, the executing contractor and is part of the Final Submittal package.

Damage to the common areas of the development will be the joint responsibility of the property

Owner and the offending contractor(s). Cadence Point is a private community and has the right to remove and suspend offending contractors or sub-contractors from the development.

VARIANCES, APPEALS, VIOLATIONS AND FINES

Enforcement: Enforcement of these Standards shall be by proceeding at law or equity against any person or persons, owner or owners, violating or attempting to violate any covenant or restriction herein, and such proceedings may be either to recover damages or to restrain or both. Such proceedings may be brought by the Declarant or the Association.

a) Variances

The Declarant or the Review Committee of the Association may grant reasonable variances from the provisions of this document when literal application would result in unnecessary hardship, and if the granting of such variances does not materially harm other Owners or the environment. Requests for a variance are to be submitted to the Declarant or to the Review Committee in writing. Variances shall be granted in writing.

b) Appeals

In the event of any dispute regarding Review Committee decision during the review process the Owner has 30 days from the date of the written disapproval to request, in writing to the Association Board of Directors, a hearing. The President of the Association will preside over the hearing and a majority of the Association Board shall hear evidence and discuss the dispute between the Owner and Review Committee. The Association Board shall render a decision on the appeal, in writing, within 15 days of the hearing. All decisions are final.

c) Violations

The Review Committee will notify an Owner in writing and follow up by calling within 5 days of any violations of provisions of this document. The verbal and written notifications will give a specific timeframe in which the violation is to be corrected. The Owner must notify the Review Committee in writing of their intent to correct the violation and when the correction will be completed. Failure to take corrective action and/ or failure to communicate in writing with the Committee will result in the violation being referred to the Association's Board for potential legal action and imposition of a fine within the legal authorities provided for and so stated inthe N.C. Planned Community Act.

SECTION VIII

PROCEDURES FOR FINES AND SUSPENTION OF COMMUNITY PRIVILEGES OR SERVICES UPON VIOLATION OF NEIGHBORHOOD STANDARDS

Should an Owner be found to be in violation of these Standards by the Review Committee or Association's Board of Directors, a hearing shall be held before the Association's Board of Directors or an adjudicatory panel appointed by the Board to determine if that Lot Owner should be fined or if planned community privileges or services should be suspended. Any adjudicatory panel appointed by the Board of Directors shall be composed of Members of the Association who are not Officers of the Association.

Use of an adjudicatory panel shall be imposed when the Association's Board of Directors have filed a complaint for non-compliance with the Neighborhood Standards. The Lot Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars ($100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under North Carolina General Statute 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The Lot Owner may appeal the decision of an adjudicatory panel to the full Association Board of Directors by delivering written notice of appeal to the Board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body.

CADENCE POINT
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Exhibit A

REVIEW COMMITTEE OF CADENCE POINT PROPERTY OWNERS' ASSOCIATION
APPROVED HOMES DESIGNED BY HARRIS ARCHITECTS OF BREVARD, NC
(additional home designs may be approved by Declarant or Association)



Maple - Craftsman bungalow style – 2,225 sq. ft.



Dogwood – Craftsman bungalow style – 2,500 sq. ft.



Franklin – American Foursquare – 2,150 sq. ft.



Parkview – Historic Charleston Inspired – 1,685 sq. ft.



Laurel – Historic Charleston Inspired – 1,900 sq. ft.



Grove – Historic Charleston Inspired – 1,765 sq. ft.

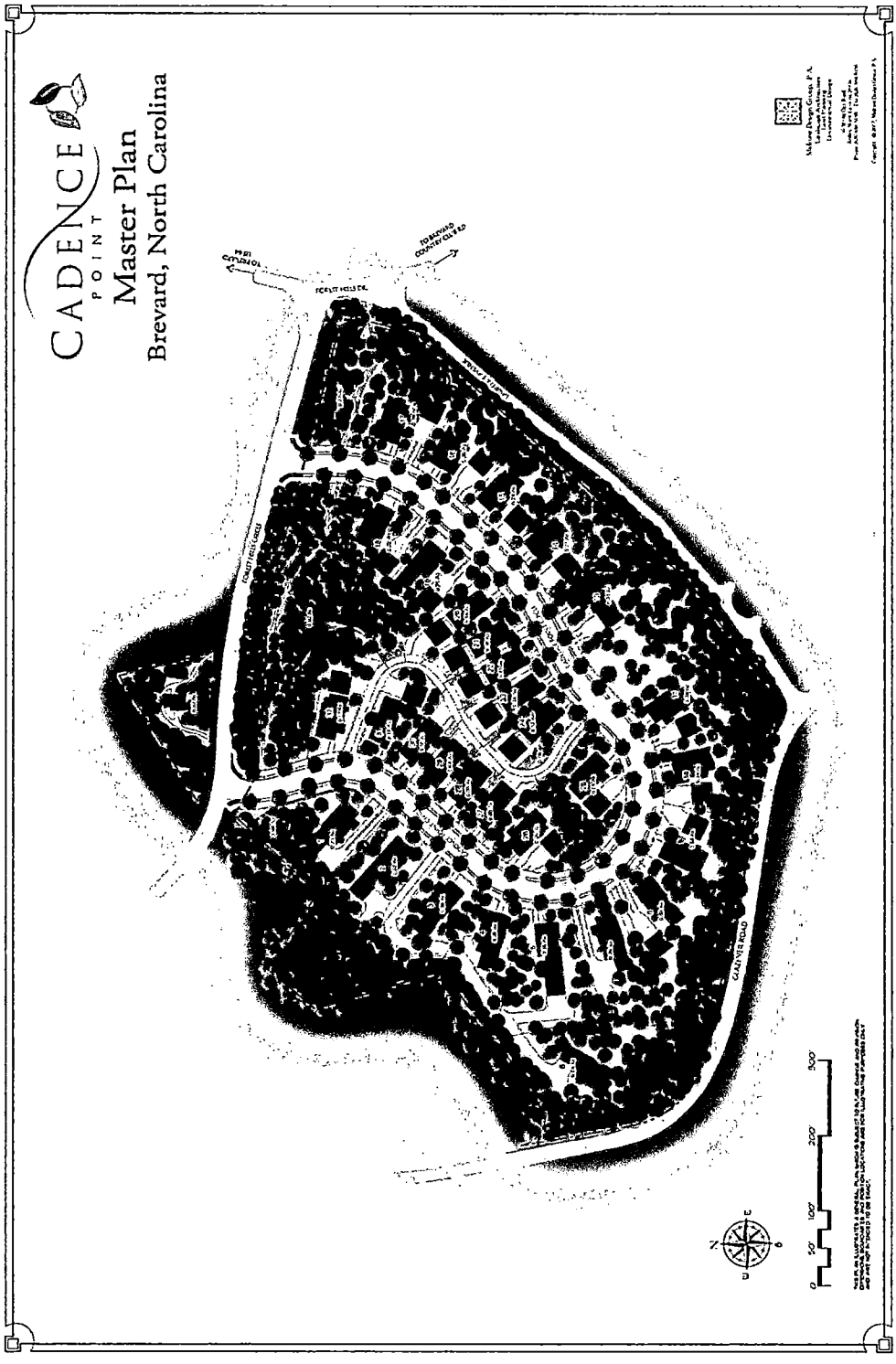


Ashworth – Historic Charleston Inspired – 1,980 sq. ft.

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Appendix 1

REVIEW COMMITTEE OF CADENCE POINT PROPERTY OWNERS' ASSOCIATION
SITE PLAN – SUBJECT TO MODIFICATIONS



CADENCE POINT
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Appendix 2

REVIEW COMMITTEE OF THE CADENCE POINT PROPERTY OWNERS' ASSOCIATION CONSTRUCTION OR PROJECT APPLICATION FORM

Date: Lot #: Project:

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1 HOMEOWNER INFORMATION

Name:

Cadence Address:

E-mail address: Tel. Fax

Mailing address: City: State: Zip:

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2. GENERAL INFORMATION

Architect Name:

Address: City: State: Zip:

E-mail address: Tel.: Fax:

Contractor Name:

Address: City: State: Zip:

E-mail address: Tel.: Fax:

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3. PROJECT INFORMATION

Project description:

Project size in sq. ft.:

Tentative construction or installation to begin:

Review fee $_____received:

Submitted by:

Address: City: State: Zip Code:

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Appendix 3

REVIEW COMMITTEE OF THE CADENCE POINT PROPERTY OWNERS' ASSOCIATION PRELIMINARY CONSTRUCTION SUBMITTAL DOCUMENTS

Unless arranged otherwise, the following documents in two copies are to be submitted to the Declarant / Review Committee for the Preliminary Review:

1. Preliminary Site and/or Landscaping Plan identifying:
   - 2 foot contours at a scale of 1" = 20'
   - house location with finished floor elevation, utility areas, driveway and parking area all setbacks
   - potential tree and shrub removal
   - proposed landscaping plan with itemization of proposed plant materials, beds, and ground structures

2. Preliminary House Remodeling or Expansion Plans identifying:
   - all floors at a scale not smaller than 1/8" = 1'
   - all elevations at a scale not smaller than 1/8" = 1'
   - a house section at a scale not smaller than 1/8" = 1'
   - the floor plans shall show overall dimensions with rooms labeled as to function
   - the elevations shall include wall openings, existing and new grade

3. Property lines, setbacks and new construction marked on the site with stakes min. 3 ft tall

4. A copy of all necessary permits from the City of Brevard and/or Transylvania County

The information on the documents submitted are to the best of my knowledge accurate. I agree not to begin construction on my property until I have received a Construction Permit from the Declarant / Review Committee and the applicable permits from public agencies.

Signed by owner:

Date:

Received by:

Date:

Preliminary Submittal Approved

Authorized Declarant or Committee Representative Signature:

Date:

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Appendix 4

REVIEW COMMITTEE OF THE CADENCE POINT PROPERTY OWNERS' ASSOCIATION
FINAL SUBMITTAL DOCUMENTS

After having received the approval of the Preliminary Submittal and unless arranged otherwise, the following documents, in two copies are to be submitted to the Declarant / Review Committee for the Final Review:

1. Final Site Plan identifying:
   - 2 foot contours at a scale of 1" = 20'
   - all the information identified in the Preliminary Site plan
   - proposed grading, drainage, cut and fill
   - erosion control features

2. Final Construction Plans identifying:
   - all floor plans, elevations and a section at a scale of 1/4" = 1'
   - The floor plans and the elevations shall include location of exterior HVAC units, exterior light fixtures, all utility locations, meters, and if applicable, trash enclosures with type of enclosure noted.
   - The elevations shall include existing and new grades, all exterior materials, openings, decks and height dimensions.
   - The section shall include all height dimensions, existing and new grades, and if applicable, the relationship of the new and existing structures.

3. Landscape Plan identifying:
   - Drainage concept showing the paths of surface water and its points of discharge
   - All the planting of trees and plants on the property

4. Materials and Colors List
   - A list specifying all the selected exterior materials and colors from the following Cadence Point specifications list:

     Exterior Materials shall consist of those designated materials utilized by the Declarant throughout the Development and specified by Harris Architects or an approved substitute approved by the Review Committee.

     Exterior Color Schemes (Benjamin Moore Brand)

     - Georgian Brick HC-50, Fairview Taupe HC-85, Huntington Beige HC-21, Navajo White (trim)
     - Silver Pine AC-21, Texas Leather AC-3, Briarwood E-73, Navajo White (trim)
     - Cork 2153-40, Gloucester Sage HC-100, Gettysburg Grey HC-107, Navajo White (trim)
     - Huntington Beige HC-21, Knoxville Gray HC 160, Brewster Gray HC-162, Navajo White (trim)

     Window color options: brick red, off white and dark brown

5. Construction Agreement

   - A copy signed by the owner and the contractor of the Construction Agreement (Appendix 5)

The information on the documents submitted are to the best of my knowledge accurate. I agree not to begin construction on my property until I have received a Construction Permit from the Declarant/ Review Committee and the applicable permits from public agencies.

Signed by owner:

Date:

Received by:

Date:

Final Submittal Approved

Authorized Declarant or Review Committee Representative Signature:

Date:

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Appendix 5

REVIEW COMMITTEE OF THE CADENCE POINT PROPERTY OWNERS' ASSOCIATION CONSTRUCTION AGREEMENT

1. Contractor Information

Name:

Address:

Office Phone: Cell Phone: E-mail:

License #:

Job Superintendent: Cell Phone:

2. Project Information

Owner:

Address:

Home Phone: Cell Phone: E-mail:

Lot #:

Project Description:

3. Agreement

Owner and Contractor acknowledge and agree as follows:

1. Owner and Contractor have read and agree to the provisions of the Cadence Point Neighborhood Standards.

2. The project will be completed as described in the drawings and specifications approved by the Review Committee. Any changes from the originally submitted plans and specifications affecting the exterior of the project or the site (including, without limitation, any changes from approved exterior colors and/or exterior lighting) must be approved by the Committee in writing.

3. Contractor shall comply withal applicable building codes, legal requirements and shall obtain all applicable permits and approvals.

4. Prior to tree removal, clearing or beginning construction, compliance with the City of Brevard's setback lines and conformance with the pre approved tree removal plan must be certified by a registered land surveyor to the Committee at Owner's expense.

5. Contractor shall install silt fences and implement all necessary erosion and drainage control measures (including and not limited to road ditches and culvert pipes) to protect neighboring properties and common areas.

6. The project site will be maintained in a clean manner, a commercial dumpster and a portable toilet shall be placed on the site, all in the least obtrusive and offensive fashion possible.

7. A contractor sign of max. 3X3 ft may be installed on the project site.

8. Stumps, wood, other materials and trash shall not be dumped on adjacent properties or other areas of the development. No burning is permitted.

9. Mud, dirt and other materials on the roadways shall be minimized at all times. Contractor shall clean roadways in the case of such occurrences.

10. Contractor shall be responsible to ensure site security and safety, and is also responsible for the conduct of all workers performing services on the project.

11. No dogs or other pets shall be brought to the project site during construction.

12. Neighboring driveways may not be used for parking or turn around. No construction worker vehicles, supplier vehicles, or building materials are permitted in the right of way without special permission of the Committee.

13. The speed limit within the development for construction related vehicles is 15 miles per hour.

14. With the exception of emergencies, construction work may be performed within the development on week days only.

15. Contractor shall construct stable construction fences to limit disruptions on the property lines between adjacent neighbors for projects within Cadence Circle.

16. Failure to comply with the terms and provisions of this agreement and the Neighborhood Guidelines may result in the exercise of remedies by the Developer or Cadence Point Property Owners' Association including, without limitation, the imposition of fines, the issuance of a stop work order and/or revocation of the Contractor's (and its subcontractors), privilege of traveling on the roadways of Cadence Point. Any fines imposed will be deducted from the Construction Deposit, but such fines are not limited to the Construction Deposit amount.

17. Owner shall reimburse the Declarant, the Association or the Committee, as applicable, for any restorative, corrective, enforcement or maintenance efforts expended on behalf of the Contractor or the Owner. Any such amounts will be deducted from the Construction Deposit, but such amounts are not limited to the Construction Deposit amount.

18. The provisions of this agreement are in addition to, and not in limitation of those contained in the Neighborhood Standards, Covenants, Conditions and Restrictions and By-Laws for Cadence Point.

Signed by Owner: Date:

Signed by Contractor: Date:

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Appendix 6

REVIEW COMMITTEE OF THE CADENCE POINT PROPERTY OWNERS' ASSOCIATION
CONSTRUCTION PERMIT

LOT #:

OWNER:

CONTRACTOR:

CONSTRUCTION PERMIT:

DATE:

SIGNED:

APPROVED PLAN CHANGES:

DATE:

SIGNED:

Please post at a location visible from the street.

CADENCE POINT
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Appendix 7

REVIEW COMMITTEE OF THE CADENCE POINT PROPERTY OWNERS' ASSOCAITON
CERTIFICATE OF COMPLIANCE

To:

From:

Date:

Lot:

Project:

The above mentioned project has been inspected by the Review Committee and found to be in compliance with the Neighborhood Standards, Covenants, Conditions and Restrictions for Cadence Point. The Construction Deposit will be refunded, less any fines and other charges appropriately deducted therefrom.

Refund to be in the amount of:

The fines and charges applied were as follows:

1.	Date	Amount
2.	Date	Amount

Signed:

Date:

CADENCE POINT
BREVARD, NC 28712

Appendix 8

REVIEW COMMITTEE OF THE CADENCE POINT PROPERTY OWNERS' ASSOCIATION
CERTIFICATE OF NON-COMPLIANCE

To:

From:

Date:

Lot:

Project:

The above mentioned project has been inspected by the Review Committee and found not to be in compliance with the Neighborhood Standards, Covenants, Conditions and Restrictions for Cadence Point as follows:

Signed:

Date:

IN WITNESS HEREOF, the Declarant has caused these amended Neighborhood Standards to be executed, by authority duly granted, this the 26th day of July, 2021.

Cadence Point, LLC

By: _____
James N. Bayne

It's: Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

I, Benjamin D Upton II, Notary Public in and for said County and State, certify that James N. Bayne personally came before me this day and acknowledge he is the Member/Manager of Cadence Point, LLC, a North Carolina limited liability company and the Declarant, and that he being authorized to do so, executed the foregoing instrument on behalf of the Company for the purposes therein expressed.

Witness my hand and official seal, this the 26 day of July, 2021.

My Commission Expires: 1-1-7 2023

_____
Notary Public

NOTARY SEAL

BENJAMIN D. UPTON II
NOTARY PUBLIC
Transylvania County, NC