

Amended Covenants – as of 6/25/2024

This copy of the covenants incorporates all amendments recorded since 8/17/2000. It does not include variances for individual properties.

The original version and all amendments have been recorded with the Register of Deeds, Henderson County

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PATHWAYS OF SOLOMON JONES SUBDIVISION

AND

EASTGATE OF SOLOMON JONES SUBDIVISION

THIS DECLARATION, made and entered into this the 16th day of August, 2000, by and between **SOLOMON, LLC**, a North Carolina limited liability company, party of the first part (hereinafter referred to as “Developer”); and purchasers of lots in **PATHWAYS OF SOLOMON JONES SUBDIVISION** and **EASTGATE OF SOLOMON JONES SUBDIVISION**, parties of the second part (hereinafter referred to as “Lot Owners”);

WITNESSETH:

WHEREAS, Developer is the owner of all of that tract of real property located in Crab Creek Township, Henderson County, North Carolina, and being more particularly shown and described on those certain maps or plats recorded in Plat Slide 3495, and Plat Slide A, B, C, D, & E, in the office of the Register of Deeds of Henderson County, (hereinafter referred to as “Recorded Subdivision Plats”), reference to said plats being hereby specifically made; and

WHEREAS, Developer proposes to sell and convey certain lots shown on the aforesaid plat to be used for residential purposes and to develop said into two residential subdivisions known as Eastgate of Solomon Jones and Pathways of Solomon Jones, and such additional property of the Developer within or without the Development Area which is presently owned or may be owned in the future by Developer into a restricted community consisting of said two subdivisions governed and managed jointly on the basis set forth herein; and

WHEREAS, Developer, prior to selling and conveying the aforesaid residential lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as “Restrictions”) for the benefit of all the residential lots in the subdivisions in order to promote the best interests and protect the investments of Developer and Owners.

NOW, THEREFORE, Developer hereby declares that the numbered lots shown on the aforesaid plats, all additional property within the Development Area, and other property as may by subsequent amendment be subjected to these restrictions, shall be held conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following Restrictions. This Declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

Amended - NOW, THEREFORE, Developer hereby confirms that the property in Eastgate of Solomon Jones Subdivision, being all of that tract of real property located in Crab Creek Township, Henderson County, North Carolina, known as Eastgate of Solomon Jones Subdivision, and being more particularly shown and described on the certain map or plat recorded in Plat Slide 3862, in the office of the Register of Deeds of Henderson County is subject to the Declaration and the Restrictions as recorded in Book 1033, at page 488, Henderson County Registry, and amendments thereto, shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to the Declaration. **Henderson Country Registry Book 1073, Page 6 dated 8/27/2001**

ARTICLE 1

DEFINITIONS

As used herein,

- A. “**Articles**” means the Articles of Incorporation of Pathways Property Owners Association, Inc.
- B. “**Corporation**” means Pathways Property Owners Association, Inc., a North Carolina non-profit corporation. The “Board of Directors” or “Board” shall be the elected body governing the corporation and managing the affairs of the corporation.
- C. “**By-laws**” means the Bylaws of Pathways Property Owners Association, Inc.
- D. “**Community Use Areas**” means all real and personal property, together with those areas within dedicated portions of the Subdivision, including streets and including the area shown on the recorded plats as “Common Areas”, which may be deeded to or acquired by the Association for the common enjoyment of the members of the Subdivision.
- E. “**Common Expenses**” means and includes actual and estimated expenses of maintaining and operating the common area, including but not limited to the Community Use Areas and operating the Association for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Developer Solomon, LLC, or any successor thereto, or the Board of Directors of the Corporation pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Corporation.
- F. “**Dedication**” means the act of committing the Subdivision areas to the purposes of this Declaration.
- G. “**Developer**” means SOLOMON, LLC, its assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.
- H. “**Development Area**” shall mean that property shown on the Recorded Plats as defined in this article or any amendment hereto and such other property as may in the discretion of Developer be subjected to these restrictions.

- I. **“Greenway Area”** shall mean that area enumerated as such on the Recorded Plats, as hereinafter defined. In the Greenway area, no construction of any building shall be permitted. This shall not exclude the construction of any road, utility easement, or other common benefit. The Greenway Area on any individual lot in the Subdivision may be varied in the discretion of the Developer to take into account topographical and other considerations for said Lot. In addition, the Architectural Resource Committee may approve variations in the Greenway Area on individual lots, with consent of the Developer.
- J. **“Pathways of Solomon Jones Village”**, also referred to herein as “the Village”, shall mean that portion of the Development Area shown on the Recorded Plat and enumerated as “Pathways of Solomon Jones Village”, which property shall be subject to particular restrictions set forth in Article 21 hereof in addition to the restrictions applicable to all Lots.
- K. **“Property Owners Association”** shall mean the property owners association described in Article Three of these covenants and any successor thereto. The term “Property Owners Association” is used interchangeably with the term “Corporation” as described in said Article Three.
- L. **“Lot”** means a separately numbered tract of land lying within the Subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the Developer and owned in fee by the Grantee thereof, and held for such uses as are consistent with this Declaration and the Restrictions covering the area wherein the tract is located. The Owner of all of a numbered Lot may combine such numbered Lot, with a part or parts of another such numbered Lot and the aggregate shall be considered as one Lot for the purpose of these Restrictions.
- M. **“Recorded Plat”** shall mean that plats of Pathways of Solomon Jones subdivision and Eastgate of Solomon Jones subdivision, as recorded in Plat Slide _____, and Plat Slide _____, Henderson County Registry of Deeds, and any amended plat of the Subdivision, including but not limited to any additional property or sections added to the Subdivision.
- N. **“Subdivision”** means THE PATHWAYS OF SOLOMON JONES subdivision and / or EASTGATE OF SOLOMON JONES subdivision, and any portion of the Development Area which has been dedicated pursuant to this Declaration or which may hereafter be dedicated.

ARTICLE 2

APPLICABILITY AND AUTHORITY

These Restrictions shall apply to all subdivided numbered Lots shown on the Recorded Plats for the Pathways of Solomon Jones.

The Association shall manage and administer the Pathways of Solomon Jones Subdivision and shall have all powers and duties granted to it in the Planned Community Act and the Restrictions.
Henderson Country Registry Book 3378, Page 706 dated 8/28/2019

ARTICLE 3

FORMATION OF MEMBERSHIP CORPORATION

- A. A corporation named Pathways Property Owners Association, Inc. (hereafter referred to as “the Corporation”) has been or will be formed as a membership nonprofit corporation pursuant to the requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Community Use Areas and facilities located upon the Community Use Areas; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners’ use and occupation of Lots.
- B. Each Owner of each Lot within the Subdivision shall be a member of the Corporation. The Declarant, by this Declaration, and the Owners of individual Lots, by their acceptance of individual deeds thereto, covenant and agree with respect to the Corporation.
1. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the corporation; and
 2. That each shall be subject to the rules and regulations of the Corporation with regard to ownership of a Lot and use of Community Use Areas; and
 3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, shall be the personal obligation of the Owner of the Lot at the time the assessment fell due, and shall run with the title to the Lot.
- C. Each membership in the Corporation shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.
- D. The Corporation shall have one class of members who shall be all Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such Persons shall be members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot. If two or more Lots shall be combined into one Lot, the owner of such combined single lot shall have one vote.

ARTICLE 4

MANAGEMENT AND ADMINISTRATION

After the period of Developer control described in Article 2 and except for Developer’s continuing rights and responsibilities, if any, the management and administration of the affairs of the Community Use Areas of the Subdivision shall be the right and responsibility of the Corporation. The management shall be carried out in accordance with the terms and conditions of these Restrictions, the Articles and the Bylaws of the Corporation, but may be delegated or contracted to managers or management services.

ARTICLE 5

EXPENSES

The community Expenses of the Subdivision include, but shall not be limited to the following:

- A. All amounts expended by the Corporation in operating, administering, managing, repairing, landscaping, lighting, replacing and improving the Community Use Areas, including streets, of the Subdivision;
- B. All amounts expended by the Corporation in insuring the Community Use Areas in the Subdivision;
- C. All amounts expended by the Corporation in legal, engineering, or architectural fees;
- D. All similar fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by these Restrictions;
- E. All amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles or the Bylaws;
- F. All amounts expended by the Corporation in carrying out any duty or discretion as may be required or allowed by these Restrictions, the Articles or the Bylaws;
- G. All amounts declared to be Community Expenses in the Bylaws or in these Restrictions;
- H. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas in the Subdivision;
- I. Any utility fees relating to the Subdivision, including gas, water, electric, and telephone;
- J. Any management fee charged by Developer; and
- K. Any expenses related to the operation of Pathways of Solomon Jones Village, any Community Use Area, or any clubhouse for the use of the owners of Lots and their guests.

ARTICLE 6

ANNUAL GENERAL ASSESSMENT

- A. Each Owner of any Lot, by acceptance of a deed for same (whether or not it shall be so-expressed in such deed), is deemed to covenant and agrees to pay to the Corporation annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of Paragraph F of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless

expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot. Developer shall not be liable for assessments on Lots which it owns, unless it expressly agrees to be liable.

- B. Until the conveyance of the Community use areas by the Developer to the Property Owners Association, the annual general assessment shall be determined by the Developer in an amount set in Developer's sole discretion. After the period of Developer control, the annual general assessment shall be determined and set by the Corporation's Board of Directors in accordance with the Corporation's bylaws and charter, and in accordance with the needs of the Subdivision. In the event that additional property shall become subject to these provisions, the general assessment for lots in the additional property shall be the amount of the annual general assessment then in effect pursuant to the provisions of this Paragraph B. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors. A prorated assessment shall be collected at closing from each Owner for the remainder of the year in which closing takes place.
- C. Written notice of any meeting called for the purpose of taking any action authorized under this article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of the proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- D. The annual general assessments levied by the Corporation shall be used exclusively to improve, maintain and repair the Community Use Areas and the streets within the Subdivision; to pay the expenses of the Corporation; to pay, if applicable, the cost of utilities, including but not limited to electricity for lighting the Community Use Areas and, if applicable, the lighting of streets within the Subdivision; to pay the cost of any insurance the Corporation determines to purchase, to promote the recreation, health, safety and welfare of the members; to pay taxes levied upon the Community Use Areas; and to pay community expenses as provided in Article 5 hereof.
- E. Upon the sale of any Lot by any Lot Owner, any past due annual or special assessment or charge levied by the Corporation or Developer shall be due and payable prior to transfer of title to the new purchaser. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of assessments on a Lot is binding upon the Corporation as of the date of its issuance.

ARTICLE 7

SPECIAL ASSESSMENTS

Special assessments may be levied against Lots for such reasons as are provided in these Restrictions, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. During the period of Developer control, the Developer may levy and impose special assessments. Thereafter, either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Community Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots for violations of these restrictions and the provisions of the Articles of Incorporation and Bylaws of the Corporation, which are caused by the owner of such Lot. In the event the Owner of a Lot fails to comply with the provisions of Article 11 hereof, the Corporation may take necessary action to remedy such matter and levy the cost of such performance against the Owner of such Lot and such Lot as a special assessment.

ARTICLE 8

LIEN FOR ASSESSMENTS

Replaced in entirety – Henderson County Registry Book 3378 Page 706 dated 8/28/2019

A. Any assessment levied against a Lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that Lot when filed of record in the Office of the Clerk of Court of Henderson County in the manner provided in Section 47F-3-116. The Association may foreclose the lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes. For purposes of foreclosing a lien, the Association is the "mortgagee" and "trustee", as defined by N.C. Gen. Stat. §45-21.1, of said lien with a power of sale. As the owner of the indebtedness secured by the lien, the Association, acting through the Board may, in its discretion, substitute a trustee in accordance with N.C. Gen. Stat. § 45-10, by the execution of a written instrument properly recorded pursuant to Chapter 47 of the North Carolina Statutes. Fees, charges, late charges, fines, collection costs, reasonable attorney's fees, and interest charged pursuant to Sections 47F-3-102(10), (11), and (12), 47F-3-107(d), 47F-3-107.1, and 47F-3-115, the Declaration, Bylaws, and Rules and Regulations, are enforceable as assessments under this Section.

B. The lien under this Section is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances (specifically including, but not limited to, a mortgage or deed of trust on the Lot) recorded before the docketing of the claim of lien in the Office of the Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments or charges against the Lot. This subsection does not affect the priority of mechanics' or materialmen's liens.

C. A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the docketing of the claim of lien in the Office of the Clerk of Superior Court; provided, that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

D. This Section does not prohibit separate collection actions to recover sums which are personal obligations of Owners and for which subsection (a) creates a lien or prohibit the Association taking a deed in lieu of foreclosure.

E. A judgment, decree or order in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

F. Where the holder of a first mortgage or first deed of trust of record, or other purchaser of a Lot, obtains title to the Lot as a result of foreclosure of a first mortgage or first deed of trust, such purchaser, and its heirs, successors and assigns, shall not be liable for the assessments against such Lot which became due prior to acquisition of title to such Lot by such purchaser. Such unpaid assessments shall be deemed to be common expenses collectible from all Lot Owners including such purchaser, and its heirs, successors and assigns.

ARTICLE 9

ENFORCEMENT

Replaced in entirety – Henderson County Registry Book 3378 Page 706 dated 8/28/2019

A. Rules Making Authority. Pathways of Solomon Jones shall be used only for those uses and purposes set out in the Declaration and Bylaws. The Board of Directors shall have the authority to make, modify, repeal, and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of Lots and the common elements, so long as copies of all such Rules and Regulations are furnished to all Owners; provided, however, any Rule or Regulation may be repealed by the affirmative vote or written agreement of a majority of the total Association vote at an annual or special meeting. No rule or regulation shall be in conflict with either the Declaration or the Bylaws.

B. Fining Powers. Pursuant to Sections 47F-3-102(a)(11) and 47F-3-107.1 of the Planned Community Act, after notice and an opportunity to be heard, the Board shall have the power to impose fines in an amount not to exceed One Hundred Dollars (\$100.00) per violation, such amount to be assessed per day for a continuing violation, for any violation of any duty imposed under the Planned Community Act, the Declaration, Bylaws, or Rules and Regulations

duly adopted pursuant thereto against Owners or occupants, which fine(s) shall constitute an assessment against the Lot, and become a personal obligation of the Owner, and a lien upon the property; to suspend an Owner's or occupant's right to use the common elements; and to suspend an Owner's right to vote. In the event that any occupant of a Lot violates the Planned Community Act, Declaration, Bylaws, or the Rules and Regulations and a fine is imposed, the fine shall first be assessed against such occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Resident Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Planned Community Act, Declaration, Bylaws, or Rules and Regulations, shall not be deemed a waiver of the right of the Board to do so thereafter. Additionally, Owners waive and release any defense that enforcement is or may be selective. Charges for late payments of assessments are not to be regarded as fines that warrant a hearing under this section.

C. Abatement and Enjoinment of Violations. In addition to any other remedies provided for herein, the Association through the Board shall have the power to enter upon a Lot or any portion of the common elements to abate or remove, using such force as may be reasonably necessary, any erection, thing, or condition which violates the Declaration, Bylaws, or Rules and Regulations. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise such abatement and an opportunity to be heard. All costs of abatement, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Additionally, the Association through the Board shall have the power to enjoin or to remedy by appropriate legal proceeding, either at law or in equity, the continuance of any violation of the Declaration, Bylaws, or Rules and Regulations. All costs of any such legal action, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

D. Enforcement. In accordance with Section 47F-3-107.1 of the Planned Community Act, the Board of Directors shall not impose a fine or charge for damages against an Owner or suspend an Owner's community privileges or services unless and until the following procedure is followed:

Notice. If it appears that an owner is in violation of the Declaration, Bylaws, or Rules and Regulations, the Board shall give the violator written notice of the alleged violation. This notice shall state: (i) the nature of the alleged violation; (ii) the date, time and location that the violator will have the opportunity to be heard to explain why the owner is not in violation of the Declaration, Bylaws, or Rules and Regulations; (iii) that any statements, evidence and witnesses may be produced by the violator at the hearing; and (iv) that the owner has the right to be represented by an attorney at the hearing.

Hearing. The hearing shall be held before the Board of Directors and the violator shall be given a reasonable opportunity to be heard. 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 G.S. 47F-3-116. If it is decided that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The Board shall render its Final Decision to the Owner regarding imposition of the fine or suspension of community privileges or services. Charges for late payments are not to be regarded as fines that warrant a hearing under this section.

ARTICLE 10

PROPERTY RIGHTS OF LOT OWNER, CROSS-EASEMENTS, AND EXCEPTIONS AND RESERVATIONS BY DECLARANT

- A. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Community Use Areas within the Subdivision, including the area shown on the recorded plat as "Common Use Area" for each and every purpose or use to which such Community Use Areas were intended as determined by their type, or for which such Community Use Areas generally are used.

Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

1. The Developer or the Corporation shall have the right to make reasonable rules and regulations respecting the use of same.
 2. The Developer or the Corporation shall have the right to suspend the voting rights of a Lot Owner and his right to use the Community Use Areas within the Subdivision for any period during which any dues assessment against such Owner's Lot remains unpaid as is provided in Article 9 hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.
 3. The Developer or the Corporation shall have the right to charge reasonable admission and other fees for the use of any recreation facility situated upon the Community Use Areas.
- B. The Developer or Corporation hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Community Use Areas. The Developer, for itself and for the Corporation, specifically reserves the right to cause street lighting to be placed at appropriate locations within street rights of way within the subdivision, which shall include the right to subject the subdivision to a contract with Duke Power and Light Company or any other public utility as provided for in Article 13, below. Provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.
- C. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Community Use Areas and facilities to the members of his family, his tenants or guests, or contract purchasers who reside on the property.

- D. Developer shall have the right, at its election, without the consent of any Owner or Owners, to bring within the coverage and operation of these Restrictions additional properties and amenities within the Development Area as may be developed in the future. The addition to property authorized hereby shall be made by filing of record in the Office of the Register of Deeds of Henderson County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole discretion and judgment of the Developer to reflect the different character, if any, of the added properties and as are not inconsistent with the plan, intent, and spirit of this Declaration.
- E. Easements and rights-of-way over and upon each Lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Developer for such purposes as Developer may deem incident and appropriate to its overall development plan, as hereinafter set forth, such easements and rights-of-way also being shown or noted on the aforesaid recorded plat of the Subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights-of-way. Any conflict between this Declaration and the plat of the Subdivision shall be controlled by this Declaration. The easements and right-of-way areas reserved by Developer on each Lot pursuant hereto shall be maintained continuously by the Owner, but no structures, planting or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Should an owner combine two lots as one and build a residence across the common lot lines, such lot shall thereafter be considered as one lot for the purpose of these covenants, except for purposes of any assessments by Developer or the Property Owners Association, and any reserved easement along the common lines of such lot, shall be deemed to be of no effect. All easements along the outside boundaries of such lots shall remain unchanged. Improvements within such areas also shall be maintained by the respective Owner except those for which a public authority or utility company is responsible.
- F. The rights of the use of utility and service easements and right-of-way areas as provided and defined herein for any type of cable transmission system is reserved exclusively to Developer, and no other cable transmission service company or organization shall be permitted to service any Lot or combination of Lots except with the express written permission of Developer.
- G. Except for roads dedicated and constructed by the Developer of public record and easements reserved or granted by Developer during the period of Developer control, including the provisions of Article 10, paragraph I below, and/or easements of public record within the Subdivision, no Owner shall grant a right of way across his or her respective property to an owner of property whose land is contiguous to but not within the boundaries of the Subdivision, for purposes of obtaining access to a private or public road located within or adjacent to the subdivision, or for the purpose of obtaining access from the subdivision to a public road, except upon consent of seventy-five percent (75%) of the lot owners of record of the Subdivision. During the period of

Developer control, no Owner shall grant any such right of way or easement without Developer's written permission, which may be withheld in Developer's discretion.

- H. The Developer hereby reserves to itself, its successors and assigns in common with all other persons who may hereafter purchase property in the Subdivision, a perpetual right of way easement across the roads as shown on the plats hereinabove referred to, for the purpose of developing the real property located within the Subdivision.
- I. The Developer reserves unto itself, its successors and assigns, the right to use any rights of way which are shown on the plat recorded for the Subdivision and the designation of any lot or property for the purposes herein provided in this Declaration shall be subject to the rights of the Developer, its successors and assigns, to utilize such designated rights of way for the purposes of access or utility easements to adjoining properties.
- J. During the period of Developer control, Developer reserves the right to adjust the boundaries, size, or shape of any Lot in either Subdivision in Developer's discretion for reasons such as topography or other considerations.

Amended in addition to the above - The Developer, or the Property Owners Association established for each Subdivision if the Developer is not in control, shall be responsible for maintaining the paved surfaces of the access roads, specifically the access road leading from Mt. Hebron Road in a westerly direction to access Lots 32 and 33 of Pathways, the access road leading from Solomon Circle in a northerly direction to access Lots 23 and 24, the access road leading from Solomon Circle in a northerly direction to access Lots 26, 27, 28, and 29, and when paved the access road from Solomon Circle westerly to access Lots 6 and 7, all access roads being located with the Pathways of Solomon Jones subdivision. **Henderson County Registry Book 1288, Page 766 dated 9/11/2001**

ARTICLE 11

RESTRICTIONS ON USE, SIZE, AND OCCUPANCY

- A. **Residential Use.** All lots shall be used, improved, and devoted exclusively to residential use. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling with attached garage or with a detached garage, and where applicable, a detached guest house. Any detached garage or detached guest house shall be architecturally in harmony with the home in that it is built substantially of the same exterior material as the residence. Residential dwellings and any detached guest house may be rented only in their entirety; no fraction or portion may be rented. No transient tenants shall be permitted. All leases must be for a term of not less than two (2) months except by written permission of the Board of Directors in its sole discretion. Before leasing a dwelling, the Lot Owner must receive the approval of the Association through its Board of Directors. **Henderson County Registry Book 4179 Page 309 Dated 6/25/2024**
- B. **Restriction on Further Subdivision.** No Lot may be subdivided by sale or otherwise, so as to reduce the total area of the Lot as shown on the recorded plat of the Subdivision. Where a

residence has been erected on a plot consisting of two or more Lots and such residence crosses the common boundary line of the lots or is built so close to the common boundary of the lots that another residence would violate the side setback lines, the Lots thereafter be considered for all purposes as one Lot, except as noted in Article 10E relating to assessments by Developer of Property Owners Association.

- C. **Prohibition Against Commercial Use or Nuisance.** No trade or business (other than a home office which requires no regular visitation by customers, suppliers or salesmen or freight or partial delivery services) shall be allowed and no substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property or which shall be a general nuisance. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or outbuilding except that dogs, cats, or other ordinary household pets may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. All dogs must be restrained or under control at all times. The number of household pets kept or maintained shall not exceed three (3) in numbers except for newborn offspring of such household pets which are under nine (9) months in age.
- D. **Size of Residence in Pathways of Solomon Jones Subdivision.** Maximum height of a residence measured from the average elevation of the structure foundation to the highest point of the roof shall be thirty-five (35) feet. No residence shall be erected or allowed to remain on a Lot unless such residence shall comply with the following minimum and maximum size requirements:
1. In the case of the one-story residence, the main floor of the residence shall contain no less than two thousand four hundred (2,400) square feet of heated, finished living area, with no more than three thousand (3,000) square feet on any one level, and no more than four thousand two hundred (4,200) square feet of heated living area.
 2. In the case of one and one-half story residence, or a two-story residence, such residence shall contain no less than three thousand (3,000) square feet of heated, finished living area with no more than three thousand (3,000) square feet on any one level, a minimum of two thousand (2,000) square feet on the first floor, and no more than four thousand two hundred (4,200) square feet of total heated living area.
 3. A single detached guest house, containing not less than five hundred and seventy six (576) square feet, and no more than 1,200 square feet of heated, finished living area, in a location approved by the Developer and Architectural Resource Committee, shall also be permitted on each Lot. During the period of Developer control, the Developer may permit the construction of the guest house prior to commencement of construction of the primary residence. Provided such owners shall submit reasonable plans for construction of the primary residence within three (3) years of completion of the guest house, and construction shall commence thereon within one (1) year of approval of said plans. In the event of failure to comply with these time restrictions, if same are not extended, the Developer of Property Owners Association may levy an annual impact fee in their discretion not to exceed five (5) times the annual association assessment.

All computations of square footage shall exclude basements (whether daylight or underground), open porches and garages. No floor or level of any residence which is wholly or partially below the natural grade of the front elevation of the residence constructed on the Lot shall be included in the computation of the required square footage. Developer may in its sole discretion allow variances from the size requirements herein of up to twenty (20%) percent.

E. **Size of Residence in Eastgate of Solomon Jones Subdivision.** Maximum height of a residence measured from the average elevation of the structure foundation to the highest point of the roof shall be thirty-five (35) feet. No residence shall be erected or allowed to remain on a Lot unless such residence shall comply with the following minimum and maximum size requirements:

1. In the case of the one-story residence, the main floor of the residence shall contain no less than two thousand four hundred (2,400) square feet of heated, finished living area, three thousand (3,000) square feet on any one level, and no more than four thousand two hundred (4,200) square feet of total heated living area.
2. In the case of a one and one-half story residence, or a two-story residence, such residence shall contain no less than three thousand (3000) square feet of heated, finished living area with a minimum of two thousand (2,000) square feet thereof on the first floor, no more than three thousand (3,000) square feet on any one level, and no more than four thousand two hundred (4,200) square feet of total heated living area.

All computations of square footage shall exclude basements (whether daylight or underground), open porches and garages. No floor or level of any residence which is wholly or partially below the natural grade of the front elevation of the residence constructed on the Lot shall be included in the computation of the required square footage. Developer may in its sole discretion allow variations from the size requirements of up to twenty (20%) percent.

F. **Garage.** An enclosed garage with space for not less than two (2) automobiles and with no more than a second story shall be attached to, built within a residence or may be detached if the detached garage is architecturally in harmony with the home, as herein above specified. No garage entrance shall face the main street or roadway, unless approved by Developer. A covered connector from a garage to a residence is permitted. No covered and unenclosed carports, or similar storage structures, shall be erected, placed, or permitted on any Lot.

G. **Driveways and Parking Areas.** A single driveway shall be constructed from the main street to the residence garage paved with Portland cement concrete, asphaltic concrete, or other paving material approved in advance by the Developer as to material and as to the location of the point of intersection of the driveway to the street. Gravel drives are not permitted. Parking on the main street, shoulders, and roadway right-of-way are prohibited. Each Owner shall provide at least two parking spaces in addition to the enclosed garage parking for off-street parking and these spaces may be on the driveway. Each driveway shall have an entry from the access road of no less than thirty (30) feet, tapering to no less than twenty (20) feet over the first ten (10) feet from the entry, to create turnouts for traffic. An additional access point to a lot may be approved at the discretion of the Board to enable an owner to reach a portion of the lot inaccessible by the driveway but this

access point may not be paved, gravel or finished with other hard materials. **Henderson County Registry Book 3378 Page 706 Dated 8/28/2019**

- H. **Greenway Setbacks.** No building shall be located within the Greenway Area on any Lot. Open porches, eaves, and overhangs shall be considered as a part of the building in determining compliance with this setback requirement. Driveways and walkways may be located within the Greenway Area.
- I. **Easements.** In addition to any other easement provisions herein, and unless otherwise shown on the recorded plat for the lot, permanent easements ten (10) feet in width are reserved around all lot lines of the subdivision for the installation and maintenance of above or below ground utilities and drainage facilities. There is reserved for all storm drain lines a twenty (20) foot easement, ten (10) feet on each side of drain lines or ditches and outside of road right of way. There is reserved for all future sewer lines a twenty (20) foot easement, ten (10) feet on each side of sewer lines and outside of road right of way.

Neither Developer nor any utility company using the easements herein referred to shall be liable for any damage done by them to shrubbery, trees, or flowers, or to the property of the owner situated on the land covered by said easement.

On the Recorded Plat are shown trails and pathways, upon which are reserved easements for walking for the benefit of all owners of Lots and their guests. Developer shall have the right to designate additional trails and pathway easements during the period of Developer control, as well as the right to alter the location of existing trails and pathways.

- J. **Temporary or Manufactured Residences or Modular Residences.** No trailer, tent, shack, storage shed, or other outbuilding shall be erected or placed on any Lot for use as a temporary or permanent residence or any purpose. No manufactured home or modular home shall be permitted upon any lot. Partially completed dwelling shall not be used as a residence. This restriction shall not apply to construction buildings used by contractors during construction.
- K. **Vehicle/Equipment Parking and Storage.** No parking of unlicensed, uninspected, or non-operable vehicles shall be allowed outside of a garage. Except for emergency repairs; no person shall repair, restore, or store any vehicle, boat, trailer or recreational vehicle upon any portion of a lot which is visible from the road adjoining a lot or to the occupants of other lots. No truck or other vehicle in excess of one-ton load capacity shall be parked or kept overnight on any lot.
- L. **Screening of Objectionable Items.** All outdoor HVAC units, poles, clotheslines, trash receptacles and similar equipment shall be screened or placed so as not to be visible to the occupants of other lots or from any subdivision road.
- M. **Utilities Connections.** Connections for all utilities including but not limited to water, electricity, gas, telephone and television shall be placed underground from the authorized connecting points to the dwelling structure in a manner acceptable to the appropriate utility authority.
- N. **Outside Recreation and Gardening Activity.** All play or sports equipment (with the exception of a basketball goal), vegetable gardens, and below-ground swimming pools shall be located only

in the rear yard of a lot or at a point least visible from any subdivision road. Above ground swimming pools are prohibited. No sports equipment such as basketball goals are allowed within road rights-of-way.

- O. **Outside Antennae.** No rooftop or other structure-mounted or freestanding radio or television receiving or transmitting antennae or satellite dishes above two (2) feet in diameter shall be erected, except that one ground mounted satellite dish per lot may be permitted, provided such dish is shielded from view by a hedge, fence or other device which must first be approved in writing by the Developer.
- P. **Signs.** No signs shall be displayed except signs approved by the Developer during the period of Developer control or Property Owners Association in their sole discretion. Nothing in this paragraph shall be construed to prevent Developer from erecting entrance display signs or signs designed to designate areas within the Subdivision including street signs.
- Q. **Exterior Lighting.** Security and area lighting mounted on the dwelling unit or garage and ground level walkway/landscape lighting are permitted. The use of low voltage exterior lighting is encouraged. Area lights, pole mounted or otherwise located above 7' 0", are prohibited on any Lot but this shall not preclude street lighting on the road rights of way of a greater height as herein specified. All wiring for exterior lighting on a Lot shall be underground and no lighting shall be of the mercury vapor lamp type.
- R. **Equipment /Appurtenances on Roof.** Solar panels on roofs are permitted if the exterior colors are in harmony with the roof color and if the solar panels cannot be seen from any subdivision road. Ideally the solar panels would be placed in a location that is not visible from other homes. Solar panel location must be approved in writing in advance by the Board. Vent stacks, vents, roof windows, fans, gutters, flashing, and other exterior rooftop appurtenances shall be finished in colors to match the roof. HVAC units shall not be installed on roofs. **Henderson County Registry Book 3378 Page 706 Dated 8/28/2019**
- S. **Tanks.** All fuel, water, or other storage tanks shall be buried below ground or be contained within the residence structure and shall comply with applicable building and safety codes.
- T. **Lot Maintenance.** Lots shall be kept free of trash, garbage, or other waste. Waste shall be kept in sanitary containers for temporary storage before removal and disposal. Grass and shrubbery shall be well maintained. Weeds and other unattractive growth on developed lots are prohibited. During construction of the dwelling unit, the lot shall be kept reasonably free of trash and rubbish. Developer, so long as it owns any lot within the subdivision and, if not, the Corporation reserves the right to mow all grass, weeds or other undergrowth if same is reasonably necessary for the health, welfare or general appearance of the neighborhood, and all costs incurred after notice having been duly given shall represent an assessment duly enforceable against the lot Owner as herein provided.
- U. **Operating Recreational Vehicles.** Motorcycles, minibikes, dune buggies, motorized bikes, all-terrain vehicles, or similar recreational vehicles may be operated within the bounds of the subdivision only while riding to and from a residence, on a subdivision road.

- V. **Fencing, Hedging, Shrubbery, Walls.** At Pathways of Solomon Jones Subdivision, no perimeter fencing around any Lot shall be permitted. All fencing shall be contiguous to the house and an integral part of the house footprint, all as approved by Developer and Architectural Resource Committee when activated. At Eastgate of Solomon Jones Subdivision, all fencing shall be in harmony with the existing post and board fencing, and shall be approved by Developer and Architectural Resource Committee when activated.

No fence, hedge, shrubbery, or wall shall be erected on a lot which shall be unsightly or shall be erected to interfere with the vision of drivers or endanger the safety of pedestrians or others. No wall or fence shall be erected between the property line of a lot and the road right-of-way. Barbed or chicken wire or similar agricultural fencing is prohibited unless disguised by another fence approved by Developer or the Architectural Resource Committee when activated. Chain link fencing located in back of the house not exceeding five (5) feet in height and erected for the sole purpose of confining pets or of enclosing a garden is permitted if erected within the rear lot setback lines, and contiguous to the primary residence. Such chain link fencing shall be painted black or be black vinyl coated, and shall be designed so that it is not visible to neighboring properties, unless otherwise approved by Developer. Chain link fencing shall be concealed by shrubbery or other landscape material.

- W. **Pools and Tennis Courts.** Pools, tennis courts, and other outdoor recreational improvements shall be located and built as approved by Developer and the Architectural Resource Committee when activated.
- X. **Zoning.** If not otherwise specified herein, each Lot in the Subdivisions shall be used as if zoned for R-40 residential use by the Henderson County Zoning Ordinance.

ARTICLE 12

SUBMISSION AND APPROVAL OF SITE PLAN AND RESIDENCE DESIGN, CONSTRUCTION MATERIALS AND CONSTRUCTION PROCEDURES

- A. **Site Plans.** No permitted residence, garage, or other structure or appurtenance shall be erected, placed, or altered (except for interior remodeling) on a lot until clearly identified, written and dated plans, specifications, and samples of exterior materials shall have been submitted to and shall have been approved in writing by the Developer and Architectural Resource Committee of the Corporation after same has been formed and activated. Plan submission shall comply with rules and procedures of the Architectural Resource Committee, including, but not limited to the following:
- A. A site-plan (one inch equals 20 feet scale) showing property lines, setback lines, building and drive location, septic tank; and septic line locations, utilities routings, size and location of exterior equipment and appurtenances (HVAC unit, walls, posts, fencing, etc.), and the area to be cleared with an indication of the location of all trees to be cut or saved with an 8-inch or greater diameter at 5 feet above ground. Except where soil and topographic conditions preclude, septic tanks and lines shall be placed so as not to disturb existing trees of the sizes

set forth above, but shall be placed among such trees. Site plan is to be adequately dimensioned showing the above listed information.

- B. A grading plan showing final drainage plan.
- C. A plan of erosion and sedimentation control measures to be used during construction.
- D. A landscaping plan showing types and numbers of plants and trees and grassed, mulched and undisturbed areas. All landscaping plans must be professionally designed.
- E. Architectural plans showing exterior elevations of all sides of the buildings to scale (1/4-inch equals one foot scale) and showing structures in relation to finished ground elevations. Plans shall contain complete information and descriptions of all exterior finishes and materials. Unless submitted inform and detail otherwise acceptable to Developer and Architectural Resource Committee when activated, all plans shall be sealed by a licensed architect.

B. **Specifications and Material Samples.** These shall be furnished on request and shall include:

1. Specifications, descriptions, and catalog cuts of all exterior finish materials and equipment and fixtures to be located outside of the residence.
2. Color schedules and samples of all building exterior finish materials, painted exterior surfaces, and outside equipment and appurtenances.

All submissions for plans, specifications and material samples shall be made at the same time. The architectural review process will not begin until all materials are received. **Henderson County Registry Book 3378 Page 706 Dated 8/28/2019**

Information and samples in addition to the items set forth in A. and B. may be required if, in the Developer's sole judgment, such additional information or material is necessary.

Developer and the Corporation may charge Lots Owners a reasonable fee sufficient for any submissions for approval of any matter set forth herein to be reviewed by an architect or other qualified professional. During the period of Developer control, Developer may in its sole discretion grant variances from any requirement of this article.

In the event the Developer fails to respond to a fully complete request for approval of plans, designs, specifications and material submissions within thirty (30) days after such fully complete plans, designs, specifications and materials have been received by Developer, approval shall be deemed to have been granted.

Submission to the Developer and the approval by the Developer are for the sole purpose of adherence with these Restrictive Covenants. Developer's review and approval is not for the purpose of, nor shall it be construed as, a review of the adequacy of structural or utility design, construction, operation or performance or to indicate compliance with any codes or other laws or regulations of any municipality, state, federal, or other governmental agency.

C. **Construction Materials and Quality.** Residences shall be constructed of materials of good grade, quality, and appearance, and all construction shall be in conformance with Henderson County permit requirements and performed in a good workmanlike manner. The exterior materials of the structure may include natural wood (stained or painted), cement siding, stone or rock (thin cut, natural or cultured), brick, or an acceptable stucco finish system. Unfinished concrete, vinyl or aluminum siding, cinder block (CMTU) and low-quality stucco without acceptable veneers are not permitted as exterior finishes. Windows must be clad, vinyl is not acceptable. Roofing materials include wood shingles and shakes, architectural shingles and standing seam metal. Gutter and downspout finishes will blend with the siding and trim colors. Exterior vent covers and piping including radon systems shall be finished to match roof or siding colors as appropriate. During the period of Developer control, Developer shall in Developer's sole discretion approve all exterior materials prior to their use. **Henderson County Registry Book 3378 Page 706 Dated 8/28/2019**

D. **Lot Clearing.** There shall be no clear cutting of timber on any lot so as to maintain as many trees within the Subdivision as practical which are 8 inches or greater in diameter at 5 feet above ground level shall be retained on a lot. Only those trees that are dead or diseased or are within the location of the dwelling, garage, driveway or other areas of improvements such as pools, patios, gardens or sports facilities or which constitute a dangerous condition or have been approved as a part of the site plan submitted pursuant to Article 12 shall be removed. Lots may be cleared so as to provide a "view corridor", upon written approval of the clearing plan by Developer.

Amended in addition to the above - Lot owners whose land adjoins any of the common areas within Pathways of Solomon Jones Subdivision and Eastgate of Solomon Jones Subdivision shall have the right to reasonably trim, clear and remove, at the lot owner's expense, such timber as is necessary to maintain a reasonable view corridor for said lots, subject to the approval of Developer, or if Developer is not in control, subject to the approval of the Property Owners Association, which approval shall not be unreasonably withheld. **Henderson County Registry Book 1288, Page 766 dated 9/11/2006**

E. **Erosion Control.** The Owner of each lot shall be obligated to provide adequate erosion control measures during and after construction pursuant to Article 12 in order to minimize siltation or erosion of areas outside the lot of such Owner, and to insure that all sedimentation is contained within the boundaries of the Lot of such Lot Owner. It shall be the duty of an Owner to design and implement measures to avoid damage to adjoining lots or properties. If such an Owner has not provided adequate measures which comply with applicable erosion control regulations or if an Owner is in violation of this paragraph, the Board may, after five (5) days written notice to the Owner, perform such measure. The Owner shall immediately reimburse the Board for the cost of such control measures incurred by the Developer. **Henderson County Registry Book 3378 Page 706 Dated 8/28/2019**

F. **Construction Damage.** It shall be the obligation of an Owner of a lot to repair immediately any damage to curbs, guttering, paving or any other improvements located within the Subdivision which is caused by the Owner, his contractors or subcontractors.

- G. **Cleanup and Restoration Due to Casualty.** The reconstruction of any dwelling or improvement on any lot which is destroyed in whole or in part by fire or other casualty shall be promptly commenced not later than forty-five (45) days after such occurrence and all debris removed and the lot restored to a slightly condition is a reasonable time not to exceed six (6) months.
- H. **Completion of Construction.** Construction shall be completed, and the exterior landscaping planted within eighteen (18) months of the commencement of construction. The Board in its sole discretion may allow a variance for time to complete the project. **Henderson County Registry Book 3378 Page 706 Dated 8/28/2019**
- I. **Enforcement.** Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Developer or Corporation, Owners shall, at their own cost and expense, bring such construction, alteration or other work into conformity with this Article to the satisfaction of the Developer or Board or remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should any Owner fail to remove and restore as required hereunder, the Developer or Association shall have the right to enter property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All cost, including attorney fees, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Lot and collected as a Special Assessment pursuant to Article 7 hereof.

Any contractor, subcontractor, agent, employee, or other invitee of a Developer or Owner who fails to comply with the terms and provisions of this Article may be excluded by the Board from the Subdivision subject to any notice and hearing procedures contained in the By-Laws, if any. In such event, neither the Developer, the Corporation, its officers, nor directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the forgoing, the Developer or the Board of Directors shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article, and to levy any daily fine or penalty in as much as by law allowed and as provided for in the Bylaws.

ARTICLE 13

STREET LIGHTING

The Developer reserves the right to subject the real property in the Subdivision to a contract with Duke Power and Light Company or any other public utility for the installation of street lighting, which requires a monthly payment to Duke Power and Light Company by each residential customer within the Subdivision or by the Property Owners Association.

ARTICLE 14

AMENITIES AND FACILITIES

Every Park, recreation area, recreation facility, Community Use Area, dedicated access and other amenities appurtenant to the Subdivision, whether or not shown and delineated on any recorded plat of the Subdivision, shall be considered private and for the sole and exclusive use of the Owners of Lots within the Subdivision and any additions to the Subdivision. Neither Developer's execution or recordation of this Declaration or any plat with respect to such areas is, or is intended to be, or shall be construed as a dedication to the public of any such areas, facilities or amenities.

ARTICLE 15

WAIVER

No provision contained in these Restrictions, the Articles or the Bylaws shall be deemed to have been waived, abandoned or abrogated by reason of failure to enforce them on the part of any Person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

ARTICLE 16

VARIANCES

The Developer in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of Lots owned in fee by various Persons with each such Owner having an easement upon areas owned by the Corporation. To be effective, a variance hereunder shall be in writing and signed by Developer.

ARTICLE 17

AMENDMENTS

This Declaration may be amended only by affirmative vote of or written agreement signed by Lot Owners of Lots to which at least Sixty Seven Percent (67%) of the votes in the Association are allocated. The procedure for amendment shall follow the procedure set forth in Section 47F-2-117 of the Planned Community Act. No amendment shall become effective until recorded in the office of the Register of Deeds of Henderson County, North Carolina.

The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect. **Henderson County Registry Book 3378 Page 706 Dated 8/28/2019**

ARTICLE 18

CAPTIONS

The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these Restrictions. As used herein, the singular includes the plural and where there is more than one Owner of a Lot; said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE 19

ASSIGNABILITY OF RIGHTS AND LIABILITIES

Developer shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interest and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Developer in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner.

ARTICLE 20

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' association with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

ARTICLE 21

PATHWAYS VILLAGE

The Pathways of Solomon Jones Village is shown on the Recorded Plat, and due to the special nature of the Village, said property shall be subject to the additional restrictions set forth in this article.

1. On each Lot in the Village, the residence shall be constructed only in the specific location designated by the Developer.
2. No detached guest house shall be permitted.
3. Except for a specific area designed individually on each Lot by the Developer, the Property Owners Association shall be responsible for landscaping and maintenance on each Lot.
4. A special annual assessment shall be made by the Property Owners Association to defer the costs of said landscaping and maintenance, as well as other common expenses associated with the operations of the Village as set forth in Article 5 of these covenants. "Landscaping and maintenance" shall include the maintenance of septic tank fields and systems in the Village.

5. The Property Owners Association board shall have a standing committee called “Village Committee”, which shall be responsible for carrying out or contracting for said landscaping and maintenance on Village Lots.
 - a. The Village Committee shall consist of 5 members: one appointed by the Developer, one appointed by the President of the Property Owners Association, and three residents of the Village elected by the residents of the Village.
 - b. The Village Committee shall also determine the amount of special assessment for Village Lots, subject to approval of the Board of Directors of the Corporation.

ARTICLE 22

DISPUTE RESOLUTION

Removed - Henderson County Registry Book 3378 Page 706 Dated 8/28/2019

IN WITNESS WHEREOF, SOLOMON, LLC, has caused this instrument to be executed in its name by its Manager, this the day and year first above written.

SOLOMON, LLC

By: _____

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, a Notary Public of said County and State, do hereby certify that J. Alan Rieger appeared before me this day and acknowledged that he is a Manager of SOLOMON, LLC, a North Carolina limited liability company, and that by authority given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Manager.