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STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

Prepared by Noland W. Smith

DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF PHASE TWO OF RIVERWALK ON THE HIWASSEE

This Declaration made this the 2nd day of September, 2015, by:

HARSHAW FARMS, LLC,
A North Carolina Limited Liability Company,
Hereinafter termed, "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract or parcel of land and as is more particularly described by that plat of survey by Felix E. Palmer, Jr., P.L.S., completed August 28, 2015, together with any revisions thereto, if any, and filed for record on September 2, 2015, in Plat Cabinet H, Slides 281 – 285, Cherokee County, NC Registry, reference to which is made hereby for incorporation herein; and

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and any property annexed hereto by a set of Supplemental Restrictions and to impose upon it mutual beneficial restrictions, conditions, easements, covenants, agreements, liens, and charges under a general plan or scheme of improvement for the benefit of all the said lands and future owners of said lands;

NOW, THEREFORE, Declarant declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges, all of which are declared and agreed to be in furtherance of a plan for subdivision improvements and sale of said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, all of which shall run with the land, be appurtenant thereto and shall be binding on all parties having acquired any part thereof.

I. DEFINITIONS.

The following terms as used in this Declaration and Supplemental Declaration of Restrictions are

defined as follows:

(a) "Articles" means the Articles of Incorporation of the Association.

(b) "Association" shall mean or refer to RWH Property Owners Associations, Inc.

(c) "Board" means the Board of Directors of the Association.

(d) "Bylaws" means the Bylaws of the Association.

(e) "Declarant" means HARSHAW FARMS, LLC or its successors and/or assigns.

(f) "Declaration" means this Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges, and any amendments thereto.

(g) "Developer" means HARSHAW FARMS, LLC, or its successors and/or assigns.

(h) "Development" means all real property situate in Cherokee County, North Carolina, in the aforementioned plat of survey and all other property which may be annexed thereto as provided herein.

(i) "Owner" means any person, firm, corporation, trust or other legal entity, including Developer, who holds fee simple title to any lot.

(j) "Supplemental Declaration" means any Declaration filed for record in Cherokee County, North Carolina, subsequent to the filing of record of this document; or in the event of real property being annexed to the Development, the recorded Supplemental Declaration which incorporates the provisions of this Declaration therein by reference. In either event, the Supplemental Declaration shall include a description of the real property in the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.

(k) "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences and retaining walls and other walls, poles, antennae, and other structures of any type or kind.

(l) "Lot" means any numbered or unnumbered lot or parcel of land within the Development as shown on a registered plat of survey.

II. PRINCIPAL USES

This Declaration shall designate the principal uses of lots which are more particularly described on the aforementioned plat of survey, which are made subject to this Declaration. If a use other than that set out herein is designated, the provisions relating to permissible uses may be set forth in a Supplemental Declaration. The provisions for residential use of a lot are set forth below:

Residential Dwelling

Except that as to those areas which may be designated on a plat or otherwise for a common enjoyment and use by all lot owners, lots in the subdivision shall be used for single family dwelling purposes only and shall not be higher than two (2) stories exclusive of basements. Once the single family dwelling has been completed, a guest house may be built containing a minimum of 800 square feet and constructed in a complimentary style and material to the main family residence.

Roof

All roofs must have a minimum pitch of 5/12. Roofing on all buildings shall be either natural slate, wood shake, asphalt or fiberglass shingle, with standing seam, coated steel (tin roof) or concrete shingles.

Minimum Use

The footprint of single story, single-family dwellings shall be a minimum of twelve hundred fifty (1,250) square feet of fully encosed heated living area. ("Living area" as used in this instrument excludes basements, seasonal porches, breezeways, garage, decks and the like.) For two story dwellings and one and a half story dwellings, the foot print shall be at least (1,000) square feet of living area on the main floor.

Necessary parking shall be provided by each individual lot owner in a manner than will not obstruct road traffic.

Temporary Structures and Vehicles

Except as expressly provided herein, no house trailer, mobile home, modular home, camper, tent, commercial vehicles, travel trailer, and/or other temporary type residence shall be placed or located upon any lot; provided, that an owner or building contractor may reside in a travel trailer as temporary shelter during the period of construction of any residential dwelling on the lot. Temporary shelter placed and maintained during a period of construction may be utilized for residential purposes and for supervision of the construction project for a period not to exceed one (1) year from the date of commencement of construction. Provided, however, that camping is allowed on a lot for a period not to exceed seven (7) consecutive days no more than twice a year. Upon the expiration of the seven (7) consecutive day period, the camping apparatus must be removed from the lot. Failure to remove the camping apparatus will be considered an offensive activity and shall be enforced as provided for in the "No Nuisances" section of this Declaration.

Upon completion of construction of a residential dwelling, an owner may park any travel trailer(s) or camper upon said lot for storage purposes and not for residential purposes.

Residential Dwellings - Permissible Materials

All garages and other permanent structures, such as storage rooms, retaining walls, etc., shall be built of similar or complimentary materials. No cinder block, cement, solite block, vinyl siding, T1-11 or asphalt shingle side and the like shall be permitted for the finished exterior of any structure except for masonry foundations which must be covered with brick or natural or manufactured stone veneer, or sealed, parged and painted to conceal block joints; however poured foundations with brick simulations shall be acceptable.

Construction Material Storage

All construction material placed upon any lot shall be assimilated so as not to interfere with the use and enjoyment of appurtenant lots thereto.

In the event that an owner temporarily terminates construction of a residential building on or before the requisite one (1) year construction period as herein provided, all small building materials must be stored inside the structure and all large materials must be covered beside and behind the structure during this period of time.

Junk Cars and Appliances

No unlicensed, unused, discarded, or salvaged motor vehicle or any part thereof and no unusable or salvaged household appliances, or parts thereof, shall be placed or left anywhere on any lot outside of any enclosed building or on the right-of-way of any subdivision road.

No Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. All lots shall be kept free of accumulations of brush, trash, junk building materials, inoperable automobiles and vehicles or other unsightly things and growth of grass above eighteen inches. After fourteen (14) days written notice to the owner, sent to the address contained in the list maintained by the Association, the Association reserves the right of entry for the purpose of clearing away any such violations, assessing the cost thereof against the owner and such assessments shall be enforceable against the owner as other liens herein provided for. The Developer shall not be required to comply with these provisions by anyone until all development work has been completed and the common properties, if any, deeded to the Association.

Signs

No signs may be placed on any lot except a sign displaying the property address or identification, prohibited signage is including but not limited to a sign offering the property for rent or sale.

Fences

Only wood rail fences will be allowed and shall not exceed 6' feet in height.

Refuse Disposal and Concealment of Fuel Storage Tanks Trash Receptacles

Owners shall enclose any fuel storage tank on any lot so as to render it invisible from any street, adjoining water, or other common area, if any, within the subdivision.

Owners shall not allow accumulation of refuse or garbage on any lot except in a concealed receptacle.

Septic Tanks

Prior to the occupancy of any residence on any lot, a proper and suitable septic tank and accompanying system shall be installed on such parcel for the disposal and treatment of all sewage. No sewage shall be emptied or discharged into any marsh, stream, or ravine, or upon the surface of the ground. No sewage disposal system shall be permitted or used on any lot unless said system is located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority, and approval of said system shall be obtained from said authority prior to occupancy of any dwelling on any lot.

Maintenance of Lots

It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkempt condition(s) of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area. Excavation and landscaping of a lot shall conform to approved practices of the appropriate county or state agency having jurisdiction over such matters.

In the event of failure of owner to maintain the lot and/or the improvements thereon in good conditions the Association may make such repairs and perform such maintenance as may be necessary for the general benefit of the remaining owners. The cost thereof shall be assessed against the owner and such assessment shall be enforced as other liens herein provided.

Animals

No livestock, swine, goats, horses, ponies, mules or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats and other household pets are permitted so long as they are kept within the lot boundary lines and not raised for commercial purposes.

Dangerous Substances

Owner shall not store or permit to be stored any toxic chemicals, wastes, or pesticides on any lot.

Lot Subdivision

No lot may be subdivided or re-subdivided once conveyed by the Declarant with the exception of those lots containing 4.0 acres or more which may be subdivided one time but no less than a 2.0 acre portion, provided, that the Declarant reserves the right to re-subdivide or re-configure any of its unsold lots or in large by merger or by adding additional land outside of the subdivision to any of its unsold lots or to add additional lots to the subdivision, provided, that any such action by the Declarant is consistent with the existing caliber of the community. If two or more adjoining lots are acquired by the same owner, no part or parts of said lots shall be conveyed by said owner unless each lot being conveyed and each lot being retained is in compliance with all of these restrictions and covenants.

Provided, however, than an entire lot may be conveyed at the same time to two (2) or more adjoining lot owners, with each of the grantees receiving a portion of the lot, so that the lot so conveyed ceases to exist as a separate lot. Where portions of a lot are conveyed to one or more adjoining lot owners for the purpose of merging such portion of that lot with an existing lot, each portion so conveyed shall not be deemed a separate lot and building site, but shall be considered an addition to the lot of the acquiring land owner.

Setback Restrictions

With regard to setback lines, no residence or other building shall be constructed closer than 10 feet from any interior lot boundary line on all lots and 10 feet from the right-of-way of an access road on all lots except Lots 143 through 149 and Lots 128 through 142 as depicted on the above referenced plats of survey. On Lots 143 through 149 there will be no setback along any road and on Lots 128 through 142 the setback shall only be along the south right-of-way margin of the access road.

Storage Buildings

One outside storage building per house that conforms to the standards of the subdivision may be erected but must be placed in the backyard.

Common Areas

All lots shall have access to the common areas as shown on the recorded plats of survey including the right of river access from the common area adjoining Lot 26 and as may be depicted on the plats of survey as recorded in Plat Cabinet H, Slides 170-176, Cherokee, NC Registry, reference to which is made hereby for incorporation herein.

III. RIGHTS-OF-WAY AND EASEMENTS

The Declarant reserves unto itself, its successors, and assigns a perpetual, alienable, releasable, and non-exclusive road and utility right-of-way for purposes of ingress, egress, regress and utilities (including water lines) over, on, and across all roadways, whether existing or not, shown on any recorded plat of said subdivision for the benefit of properties now owned or hereafter acquired by Declarant. Declarant further reserves the right to grant said right-of-way unto additional properties owned by third parties in its sole discretion. Unless otherwise shown on a conveyance or plat, said road and utility right-of-way shall be forty-five (45) feet in width, twenty two and one-half (22-1/2) feet on either side of the centerline of the roadway.

Said road and utility rights-of-way are for the benefit, use and enjoyment of the owners and their heirs, successors, and assigns, and every conveyance of the lands herein restricted shall be deemed to be subject to said easements while conveying to the Grantee under said conveyance a similar right appurtenant to his lands to the benefit, use, and enjoyment of said easements in common with the undersigned Declarant, its successors, and assigns, said road and utility right-of-way and easement to provide access to the State maintained road and well lots.

In addition to the easement reservation hereinabove referred, an easement is reserved ten feet in width along all interior property lines, five feet on each side of the centerline thereof (the ten foot wide easement on common lot lines shall be centered on the lot line) for utilities, provided that no easement shall be located so as to interfere with the location or operation of any drain field.

An easement is also reserved for the benefit of the lot owners within Riverwalk on the Hiwassee and the appurtenant lands of Declarant to use and enjoy the area of river flow of the Hiwassee River over and across those portions of Lots 1 through 26 and Lots 116 through 120, Lots 124 through 141, and Lots 143 through 149 from the water's edge to the river centerline for water activities such as fishing, boating, swimming, tubing, canoeing, kayaking, and so forth. This easement does not include the right to cross the terra firma of Lots 1 through 26 or Lots 116 through 120, Lots 124 through 141, and Lots 143 through 149 for access to and from the river flow area.

An easement is reserved for utilities including wells, waterlines, water storage tanks, and other facilities associated with water service to be located ten (10') feet outside the right-of-way for access roads on all lots except Lots 143 through 149 and Lots 128 through 142 as shown on the above referenced plats of survey with the margin of the ten (10') feet right-of-way adjoining the outside margin of the access road right-of-way. There will be no ten (10') feet easement along the access road on Lots 143 through 149 and on Lots 128 through 142 the ten (10') feet easement shall be only along the south right-of-way margin of the access road.

IV. PROPERTY OWNERS ASSOCIATION

Membership Covenant

All owners of lots in this subdivision shall become members of the Association upon the execution, delivery, and recordation of a deed of conveyance of title to any lot or lots at the office of the Register of Deeds of Cherokee County.

Each owner of a lot subject to these covenants and restrictions shall maintain one (1) membership per lot. All lot owners shall abide by the Bylaws of the Association as may be amended from time to time and further agree to pay to the Association an annual maintenance charge as hereinafter set forth.

Assessments

SECTION ONE

Purpose for Assessments. The Developer and its successors in interest, including the Association as herein provided shall, pursuant to these Declarations, have the power to levy assessments as herein provided for the purpose of financing the operations of the Association and maintaining roads, common areas and other improvements for services within or for the benefit of subdivision lots, including roads and/or utility easements of the subdivision in accordance with the formula herein set forth.

SECTION TWO

Creation of Lien and Personal Obligation for Assessments. Each lot is and shall be subject to a lien and permanent charge in favor of the Developer or the Association in the event of transfer by the Developer to the Association of any and all rights and responsibilities it has under and pursuant to the terms of this indenture for the annual and special assessments set forth in Section Two and Three of this Article IV. Each assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot or lots against which it relates and shall also be the joint and several personal obligation of each lot owner at the time the assessment becomes due and payable and upon such owner's successor in title if unpaid on the date of the conveyance of the lot. Each and every owner covenants to pay such amounts to the Association when the same shall become due and payable. The purchaser of a lot at a judicial or foreclosure sale shall be liable only for the assessments due and payable after the date of such sale.

SECTION THREE

Annual Assessments. No later than December 1 of each calendar year the Developer or the Association, as assignee of any and all rights and responsibilities of Developer, shall establish the annual assessments based upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the lots of the subdivision; (2) the expenditures devoted to the benefit of the subdivision lots during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the county in which the land subject hereto is situate as determined by review of information available to any person, firm, or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; provided that in any event the minimum annual assessment for 2015 on each lot shall be FOUR

HUNDRED FORTY FIVE AND NO/100 ($445.00) Dollars. In the event a lot owner desires to construct a residence on his or her lot, a road impact feet of One thousand five hundred and 00/100ths dollars ($1,500.00) shall be due upon commencement of construction, provided, further, if road damage due to construction exceeds the $1,500.00 impact fee for repair, the lot owner will be responsible for restoring the road to its original condition. Once a lot owner has constructed a residence on the property, the annual assessment for such improved lot shall be One hundred and 00/100ths dollars($100.00) more per year than the annual assessment due for the standard annual assessment set for a lot. Provided; however, that no more than two (2) contiguous lots may be consolidated by a lot owner into one home site for purposes of assessment. Not withstanding anything to the contrary contained in the foregoing or elsewhere in this Declaration, Declarant/Developer shall be exempt from all assessments relating to any lot or tract owned by Declarant/Developer.

Developer, or the Association as assignee of the Developer as herein provided, shall give written notice to each owner of each lot the annual assessment fixed against each respective lot for such immediately succeeding calendar year.

The annual assessments levied by the Developer or the Association as herein provided shall be collected by Developer or the Treasurer of the Association as provided in Section Five of this Article IV.

The annual assessments shall not be used to pay for the following expenses:

(a) Casualty insurance of individual owners for their lots and improvements thereon or for their possessions within any improvement thereon, any liability insurance of such owner insuring themselves and their families individually, which insurance coverage shall be the sole responsibility of the owner(s);

(b) Telephone, gas, sewer, cable television, or electrical utility charges for each lot which expense shall be the sole responsibility of each respective lot owner; and

(c) Ad valorem taxes for any lot, improvement thereon, or personal property owned by owner of any lot.

SECTION FOUR

Special Assessments. In addition to annual assessments, the Developer or the Association as assignee of the Developer as herein provided, may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay expenses and for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of improvements on any lot or appurtenances thereto; provided, however, that any such special assessment by the Association shall have the assent of the majority of the votes represented, in person or proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure(s), written notice of which shall be sent to all lot owners not less than ten (10) days nor more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessments shall be fixed against the specific lot or lots for which an expenditure is appropriated. The period of the assessment and mater of payment shall be determined by the Board of Directors of the Association.

SECTION FIVE

Date of Commencement of Annual Assessments - Due Dates. Assessments are due in annual installments on or before January 1 of each calendar year, or in such other reasonable manner as the Developer or the Board of Directors of the Association as designee of the Developer by and through its Treasurer shall designate.

The annual assessment(s) provided for in this Article IV shall, as to each lot, commence upon either the execution and delivery of or the recordation of a deed of conveyance, whichever in time first occurs ("commencement date".)

The first annual installment for each such lot shall be an amount (rounding the sum to the nearest whole dollar) equal to the annual payment by the number of days in the current annual payment period divided by the number of days in the current annual payment period and multiplied by the number of days then remaining in such annual payment period.

The Developer, or the Association as assignee of Developer, shall upon demand at any time, furnish any lot owner liable for any such assessment a certificate in writing setting forth whether the same has been paid. A reasonable charge may be made for the issuance of any certificate. Such certificate shall be conclusive evidence of any payment of any assessment therein stated to have been paid.

SECTION SIX

Effect of Non-payment of Assessments, the Personal Obligation of the Owner; the Lien; Remedies of Developer and/or its Assignees, including the Association. If an assessment is not paid on the date when due as hereinabove provided, then such assessment, together with any interest thereon and any cost of collection, including attorney fees as hereinafter provided, shall be a charge and continuing lien on the respective lot to which it relates and shall bind such property in the hands of the owner, his heirs, legal representatives, successors, and assigns for payment thereof. The personal obligation of the then owner to pay such assessment and related costs shall remain his personal obligation and if his successor in title assumes this personal obligation, such prior owner shall nevertheless remain as fully obligated as before to pay the Developer or its assignee any and all amounts which said lot owner was obligated to pay immediately preceding the transfer of title thereto; and such prior lot owner and his successor in title who may assume such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such lot owner and his successor in title creating the relationship of principal and surety as between themselves other than one by virtue of which such prior lot owner and his successor in title would be jointly and severally liable to make any lot assessment payment.

Any such assessment not paid by the 15th day of March as herein set forth within which such assessment is due, shall bear interest at the rate of eight (8%) percent per annum from such date (delinquency date) and shall be payable in addition to the basic assessment amount then due and payable.

The Developer or its assigns, including the Association, may institute legal action against any owner personally obligated to pay any assessment or foreclose its lien against any lot to which it relates or pursue either such course at the same time or successively. In such event the Developer or its assigns, including the Association, shall be entitled to recover attorney's fees actually incurred but not exceeding fifteen (15%)

percent of the amount of the delinquent assessment and any and all other costs of collection, including, but not limited to, court costs.

By the acceptance by owner of a deed or other conveyance for a lot in the subdivision, vests the Developer or its assigns, including the Association as herein provided, the right an power to institute all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided, shall have the power to bid on any lot at any foreclosure sale and to require, hold, lease, mortgage, and convey any lot purchased in connection therewith.

No owner shall be relieved from liability from any assessment provided for herein by abandonment of his lot or lots.

SECTION SEVEN

Subordination of the Charges and Liens to Deeds of Trust Secured by Promissory Notes. The lien and permanent charge for the annual and any special assessment together with interest thereon and any costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any deed of trust placed on any lot if, but only if, all assessments with respect to any such lot having a due date on or prior to the date of such deed of trust is filed for record have been paid in full. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such lien of deed of trust is filed for record prior to the satisfaction, cancellation or foreclosure of such lien of deed of trust or sale or transfer of any mortgaged lot pursuant to any proceeding in lieu of foreclosure or the sale under power contained in any deed of trust.

(a) Such subordination procedure is merely a subordination and not to relieve any lot owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is a lot owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished as a result of such subordination or against the beneficiary of the lien of a deed of trust or his assignees or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by power of sale); and no sale or transfer for such property to the beneficiary of the lien of any deed of trust or to any other person pursuant to a foreclosures sale, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such lot of any personal obligation, or relieve any subsequent lot owner from liability for any assessment coming due after such sale or transfer of title to a subdivision lot.

(b) Notwithstanding the foregoing provision, the Developer or its assigns, including the Association as herein provided may, in writing at any time, whether before or after any lien of deed of trust is placed upon a subdivision lot, waive, relinquish or quitclaim in whole or in part the right of Developer or its assigns, including the Association as herein provided, to any assessment provided for hereunder with respect to such lot coming due during the period while such property is or may be held by any beneficiary of the lien of any deed of trust pursuant to the said sale or transfer.

SECTION EIGHT

Exempt Property. Each lot shall be exempt from the assessments created hereunder until the road depicted on the aforementioned plat of survey servicing said lot is paved, and until the execution and delivery of a deed from the Developer, its successors and/or assigns in interest to an owner making the lot conveyed subject to these Declarations.

Except as expressly provided in this Section Eight, no lot shall be exempt from assessments.

V. REMEDIES FOR VIOLATIONS, AMENDMENTS TERMS, AND MISCELLANEOUS PROVISIONS

Enforcement

These Covenants, Restrictions, Easements, Reservations, Terms, and Conditions shall run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement of these Covenants, Restrictions, Easements, Reservations, Terms, and Conditions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Either the undersigned Developer, or any successor in title to the undersigned Developer, or any owner of any property affected hereby may institute such proceedings.

Amendment

These Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be altered, amended, or repealed at any time by filing in the office of the Register of Deeds of Cherokee County, North Carolina, an instrument setting forth such annulment, amendment or modification, executed by either the Developer or its assigns and/or successors in interest any time during which it owns of record lots in the Development subject to this Declaration or Declarant is an owner of adjacent properties which it intends or has intention to subdivide or, in the alternative, by the owner or owners of record as set forth on the records in the office of the Register of Deeds of Cherokee County, North Carolina at any time of the filing of such instruments by consent in writing of seventy-five (75%) percent of the owners of lots subject to these restrictions.

Invalidation

Invalidation of any one of the provisions of this instrument by a Judgment or Order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions which shall remain in full force and effect.

Developer's Obligation(s)

In this instrument, certain easements and reservations of rights have been made in favor of the undersigned Developer. It is not the intention of the undersigned Developer in making these reservations and easements to create any positive obligations on the undersigned Developer insofar as building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting a lawsuit to enforce the provisions of this instrument, or of removing people, animals, plants, or things that become offensive and violate this instrument. Where a positive obligation is not specifically set forth herein, none shall be interpreted as existing as it relates to the Developer.

Term

The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are filed for record at the office of the Register of Deeds of Cherokee County, North Carolina at which time said

Covenants shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such ten (10) year period an instrument signed by the then owner(s) of seventy-five (75%) percent of lots subject to this Declaration agreeing to terminate, amend,or modify these Restrictions shall have been recorded in the office of the Register of Deeds of Cherokee County, North Carolina.

Governmental Regulations

The property herein described and lots subdivided therefrom, in addition to being subject to this Declaration, are conveyed subject to all present and future rules, regulations, and resolutions of the County of Cherokee, State of North Carolina, if any, relative to zoning and the construction and erection of any buildings or other improvements thereon.

Notices

Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner of record(s) of the Association at the time of such mailing.

Assignment

The Developer may assign any and all rights and responsibilities it has under the terms of this Declaration to the Property Owner's Association.

Supplemental Declarations and Annexation

Developer reserves the right to annex additional properties to the terms and conditions of these restrictions by the recordation of a Supplemental Declaration subjecting said properties to these Declarations.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

HARSHAW FARMS, LLC

By: _____
Tartan Capital, Inc., Manager by John J. Snow, III

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

I, PEGGY S. HAMBY, a Notary Public of the aforesaid state and county, do hereby certify that JOHN J. SNOW, III, President of TARTAN CAPITAL, INC, a North Carolina Corporation as Manager of HARSHAW FARMS, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Manager on behalf of and as the act of the company referred to in this acknowledgment.

WITNESS my hand and Notarial Seal this 2nd day of September, 2015.

My Commission expires:

April 25, 2017

Peggy S Hamby
Notary Public

PEGGY S. HAMBY NOTARY PUBLIC CHEROKEE COUNTY, NC

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STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

Prepared By: William H. McKeever

AMENDMENT TO THE DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS, LIENS AND CHARGES OF PHASE TWO OF RIVERWALK ON THE HIWASSEE

This Amendment, made and entered into this the 4th day of September, 2015 by HARSHAW FARMS, LLC, A North Carolina Limited Liability Company.

WHEREAS, the above names parties is the Owner of those certain lands known as RIVERWALK ON THE HIWASSEE upon which a Declaration of Restrictive Covenants and Conditions have been previously executed and recorded in the Cherokee County, NC Registry in Deed Book 1519, Page 166, and

WHEREAS, it is the desire of the said owners to amend the first paragraph relating to the plats of survey that currently reads as follows:

WHEREAS, Declarant is the owner of a certain tract or parcel of land and as is more particularly described by that plat of survey by Felix E. Palmer, Jr., P.L.S., completed August 28, 2015, together with any revisions thereto, if any, and filed for record on September 2, 2015, in Plat Cabinet H, Slides 281-285, Cherokee County, NC Registry, reference to which is made hereby for incorporation herein; and

NOW THEREFORE, Owners do hereby amend and replace amend the first paragraph relating to the plats of survey as follows of the hereinabove described restrictions as follows:

WHEREAS, Declarant is the owner of a certain tract or parcel of land and as is more particularly described by that plat of survey by Felix E. Palmer, Jr., P.L.S., completed August 28, 2015, together with any revisions thereto, if any, and filed for record on September 2, 2015, in Plat Cabinet H, Slides 281-284, Cherokee County, NC Registry, reference to which is made hereby for incorporation herein; and

WHEREAS, Declarant is the owner of a certain tract or parcel of land and as is more particularly described by that plat of survey by Felix E. Palmer, Jr., P.L.S., completed August 28, 2015, together with any revisions thereto, if any, and filed for record on September 4, 2015, in Plat Cabinet H, Slide 286, Cherokee County, NC Registry, reference to which is made hereby for incorporation herein; and

IN WITNESS WHEREOF, the owners have hereunto set their hands and seals the day and year first above written.

HARSHAW FARMS, LLC by and through its manager, TARTAN CAPITAL, Inc.

BY:_____(SEAL)
JOHN J. SNOW III, President

State of NORTH CAROLINA, County of CHEROKEE

I, PEGGY S. HAMBY, a Notary Public of the aforesaid state and county, do hereby certify that **JOHN J. SNOW III, President** of TARTAN CAPITAL, INC., manager of HARSHAW FARMS, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution and sealing of the foregoing instrument as Managers on behalf of and as the act of the company referred to in this acknowledgment.

Witness my hand and Notarial Seal, this 4th day of September, 2015.

My commission expires:
April 25, 2017

Peggy S Hamby
Notary Public

(Notary Seal)

PEGGY S. HAMBY
NOTARY
PUBLIC
CHEROKEE COUNTY, NC