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ERIN G. ENGLISH
REGISTER OF DEEDS
BY: EMILY ROBERSON
DEPUTY

BK: RE 596
PG: 1165 - 1174

Prepared by and Return to:
Walker & Wright
118A West Main Street
Mountain City, TN 37683

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS FOR LAUREL VILLAGE AS A SECTION OF THE LODGES AT EAGLES NEST DEVELOPMENT

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS, made this 30th day of January, 2024, by Eagles Nest Holdings, LLC, a North Carolina limited liability company having its principal offices at 19421 Liverpool Parkway, Cornelius, NC 28031;

WITNESSETH:

WHEREAS, Eagles Nest Holdings, LLC is the Declarant ("Declarant") with respect to Laurel Village as a Section of The Lodges at Eagles Nest Development;

WHEREAS, by Supplemental Declaration recorded at Book 596, Page 660, records of the Avery County, North Carolina Register of Deeds, Declarant establish a new section within the Eagles Nest Development, to be known as Laurel Village;

WHEREAS, that Supplemental Declaration recorded at Book 596, Page 660 was further amended by document recorded at Book 596, Page 754, records of the Avery County, North Carolina Register of Deeds,

WHEREAS, said Supplemental Declaration reserves unto Declarant the unrestricted right to amend or supplement the Supplemental Declaration recorded at Book 596, Page 660, records of the Avery County, North Carolina Register of Deeds;

WHEREAS, Declarant wishes to amend said Supplemental Declaration with this Amended and Restated Declaration of Restrictive Covenant for Laurel Village as a Section of The Lodges at Eagles Nest Development and this instant amended and restated declaration hereby replaces the

Submitted electronically by "Waterfront Group PLC, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Avery County Register of Deeds.

supplemental declarations recorded at Book 596, Page 660 and Book 596, Page 754, records of the Avery County, North Carolina Register of Deeds, in their entirety; and

WHEREAS, by this Declaration, Declarant sets forth the Restrictive Covenants for the Laurel Village Section of The Lodges at Eagles Nest Development, ("Laurel Village"), to protect and to enhance the values and amenities of all properties within the Laurel Village Section. It is the desire of the Declarant to place and impose upon the Property, as described herein, mutually beneficial restrictions under a general plan or scheme of improvements for the benefit of all of the lands in the property and all future owners of those lands; and

NOW THEREFORE, Declarant hereby declares that the Property shall hereafter be held, developed, and sold in accordance with this Amended and Restated Supplementary Declaration as the same may be amended or supplemented in the future. This Amended and Restated Supplementary Declaration restates, and in some instances, revises, the Supplementary Declaration of Restrictive Covenants recorded at Book 596, Page 660 and Book 596, Page 754, records of the Avery County, North Carolina Register of Deeds. This Amended and Restated Declaration of Restrictions, as recited herein, shall govern and in the event of it deviates from the Supplementary Declarations of Restrictive Covenants recorded at Book 596, Page 660 and Book 596, Page 754, records of the Avery County, North Carolina Register of Deeds, as to Laurel Village as a Section of The Lodges at Eagles Nest Development, this Amended and Restated Supplementary Declaration shall govern and control. All provisions herein shall hereafter bind the Property as an encumbrance running with title to any lot or parcel conveyed and shall further bind any person hereafter holding an interest in the Property, and their heirs, successors, and assigns.

Declarant, on behalf of itself, its successors and/or assigns, and on behalf of all persons having or seeking to acquire interest in the Property, declares as follows:

ARTICLE I
THE DECLARANT

During the Declarant Control Period, the development, marketing, construction, administration and control of the Property within Laurel Village shall be exercised solely by Eagles Nest Holdings, LLC, as Declarant, pursuant to the Assignment of Declarant's Rights for Eagles Nest Development recorded in Book 512 at Page 2156, Avery County Public Registry. Hereinafter, unless stated otherwise, when this Declaration refers to the "Declarant" the reference is to Eagles Nest Holdings, LLC as assignee of the Declarant Rights with respect to the Property within Laurel Village.

ARTICLE II
THE PROPERTY

The Property is those certain parcels of land situate, lying, and being in the County of Avery and State of North Carolina, more particularly bounded and described as Lots LV-1 through LV-13 and "Ancient Oak Drive" as indicated on the Plat recorded in Plat Book 46 at Pages 467-468 of the Avery County Registry (the "Plat"), incorporated herein by reference. In accordance

with the Declarant Rights reserved herein, the Plat may, in the future be amended, to add additional area or Lots, to remove area or Lots, or for any other purpose not incompatible with the general plan of development. The Property is subject to the Declaration of Covenants, Reservations and Restrictions for the Eagles Nest Development recorded at Book 474, Page 2179, records of the Avery County, North Carolina Register of Deeds, as the same has been supplemented and amended of record (the "Declaration").

ARTICLE III
THE LOTS

1. Laurel Village is designed as a community of homes with similar design themes and construction materials that relate to each other so as to create a Village environment conducive to a relaxed neighborhood lifestyle. Accordingly, the Declarant and the Homeowners Association, shall maintain strict controls over the construction and maintenance of the homes. The Association will be responsible for mowing the grass surrounding the homes. All other landscaping, maintenance and upkeep shall be the responsibility of the property owner.

2. The Lots may be conveyed together with or subject to certain easements over other lots, common areas, or limited common areas as are referenced in the deed, shown on the Plat, on any revised Plat showing only the subject Lot, or herein, for driveways, parking, storage, utility maintenance or other stated purposes.

3. The Lots shall be used for single family residential purposes only, except for the exercise of special Declarant rights, and no duplexes, apartment houses, trailers, nor mobile homes shall be constructed or placed on any lot. There shall be only one dwelling per lot. All single-family dwellings hereafter constructed on any lot shall have a minimum of 1,200 square feet of heated floor space, exclusive of any and all basements, garages, balconies and porches.

4. No structure shall be constructed, nor shall any construction activity of any sort be undertaken without the express written approval of Declarant or, after the termination of the Declarant Control Period, written approval of the Owners Association.

5. The exterior of all homes shall be subject to the regulation of the Declarant and shall not be materially and/or permanently modified without consent of the Declarant. The Declarant, or after the Declarant Control Period is expired, the Homeowners Association, may appoint an architectural review board to evaluate and approve or disapprove building and improvement applications, or may delegate such approvals to the existing architectural review board of The Lodges at Eagles Nest. Acceptance and approval of such applications shall be governed by the procedures set forth in the Declaration, as modified and supplemented herein.

6. All lots within Laurel Village shall be serviced by shared wells for the use and enjoyment of owners and occupants. Declarant reserves the right to enter upon any and all lots within

Laurel Village to locate and relocate said shared wells in a way to most effectively and efficiently utilize the subject resources and areas. The Association will be responsible for the maintenance, repair and upkeep and any costs associated therewith, of the shared wells.

7. No Lot shall be used or permitted to be used for immoral, improper, offensive, or unlawful purposes. No nuisance shall be committed or allowed, and no Lot shall be used in any manner as to be a source of annoyance or in any way interfere with the quiet and peaceful possession, and enjoyment, of the property by occupants of other Lots, *provided however* this provision is not intended and shall not be used to impede any lifestyle or to regulate, harass or interfere with any person in the enjoyment of any legal activity, unless such activity creates excessive noise, a danger of injury, an impediment to access, or another similar actual interference with use of the property.

8. Each Lot Owner, successor, lessee, occupant, mortgagee, or assignee shall be required by the terms of any such authorization, conveyance, lease or assignment to observe all of the provisions of the Declaration, the By-Laws, Rules and Regulations of The Lodges at Eagles Nest Property Owners' Association, and applicable laws and ordinances regulating the use and occupancy of the Laurel Village Section of The Lodges at Eagles Nest. There shall be no limitation on the duration of any leases of any home, but any lease of any home shall include the provision that the tenant is responsible for compliance with any and all rules or regulations pertaining to the use and occupancy of the home or the use of any common area or amenity within The Lodges at Eagles Nest. The owner of any such leased or rented home shall be liable to the Homeowners Association for any damages occasioned by such tenant, which liability may be enforced by the imposition of a fine or penalty imposed by the Association as set forth in the Declaration, which fines or penalty shall constitute a lien upon the owner's property within The Lodges at Eagles Nest.

ARTICLE IV
THE LIMITED COMMON ELEMENTS

The "Common Elements", if any, would consist of all of the Property described in ARTICLE II, exclusive of the Lots themselves. The Common Elements include, but are not limited to, the following:

1. The remaining land, if any, that comprises the Property, including improvements located thereon and not included within any Lot;

2. Central installations now existing or hereinafter installed for common services such as electricity, telephone, water, sewage, internet, garbage collection, and in general, all apparatus and installations existing for common use. Such utility installations and apparatus shall be considered common elements up to the point where such lines, pipes or apparatus connect to the meter or other main connection point installed on or contained within the Lots.

3. Easements for access, maintenance, repair, reconstruction, or replacements of the foregoing structural members, equipment, installations, and appurtenances, and for all

other services necessary or convenient to the existence, maintenance, safety, and use of the property.

4. The Common Elements, if any, would be owned by the Declarant, and may be conveyed to The Lodges at Eagles Nest Property Owners Association, Inc., at the end of the Declarant Control Period to be held by such Association as Limited Common Area for the non-exclusive use and benefit of the owners of Lots at Laurel Village at Eagles Nest.

5. The Common Elements, if any exist, would be used for the purposes, services and facilities for which they are reasonably intended and which are incident to the use and occupancy of the Lots. No Lot owner or occupant may block, impair or impede the reasonable use of any common element by any other person entitled to the use thereof.

6. Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Declarant may, without the consent of the Lot Owners: (i) grant permission for the use of the Common Elements, if any exist, by any person for any use that does not unreasonably interfere with the free use thereof by Owners, (ii) use any Unsold Residential Lots as model Lots and offices for the selling, renting, management, operation, and promotion of the Unsold Residential Lots or for any other purpose, subject only to compliance with Law, and (iii) modify, improve, remove, increase, decrease or otherwise change the layout, size, design, or planned use of the Common Area so long as reasonable access to Lots and the existing or replacement amenities are not impaired.

ARTICLE V
THE ASSOCIATION
And the
LAUREL VILLAGE NEIGHBORHOOD COMMITTEE

Every owner of a Lot is by their ownership a member of The Lodges at Eagles Nest Property Owners Association, Inc. (the "Association"). Membership in the Association shall be appurtenant to and may not be separated from the ownership of a Lot within the Property. Upon termination of ownership of a Lot, an Owner's membership shall automatically terminate and be transferred to the new Owner of the Lot. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall collectively be considered one (1) Owner.

The Association shall become the successor in interest to the Declarant at the end of the Declarant Control Period and shall be vested with all of the rights, duties, and obligations of the Declarant as set forth in the Declaration, together with any amendments or supplements thereto.

In addition, the Association, acting through its Board shall be entitled to, but not required to, appoint a neighborhood committee, which shall act under delegated authority of the Association. The Laurel Village Neighborhood Committee (the "Committee") shall consist of one or more owners within the Laurel Village and shall conduct such activities and bear the

responsibilities as may be delegated by The Association. If so delegated, the Association shall allocate to the Laurel Village Neighborhood Committee such funds as are necessary to fulfill its delegated duties. The Association, either directly or acting through the Committee shall:

(a) Maintain the common areas, if any, including but not limited to access roadways, street lighting, all utility services to the Lots, and all common elements, if any exist, having the specific purpose of serving the Lots;

(b) Repair damage by any Owner: In the event that the need for maintenance or repairs is caused through the willful or negligent act of any Owner, his family, tenants, guests, invitees, or contract purchasers, the cost of such maintenance or repair may be added to, and become part of, the Assessment to which the Lot is subject, or in the discretion of the Committee or the Association may be the subject of a special assessment due and payable immediately upon demand;

(c) Maintain any real or personal property, leased or licensed to the Association for the benefit of Laurel Village;

(d) Exercise any other right or authority which otherwise might be performed or exercised by the Association.

ARTICLE VI
COMMON CHARGES AND ASSESSMENTS

Assessments, Special Assessments, and Collection of Charges. Regular Assessments for individual owners of Laurel Village shall be in an amount set by The Lodges at Eagles Nest Property Owners Association, Inc. and shall be payable and enforceable as set forth in the Declaration.

ARTICLE VII
EASEMENT FOR THE COMMON ELEMENTS

1. Subject to the terms of the Rules and Regulations of the Association, the Lot Owners, all other permitted tenants and occupants of Laurel Village, Declarant, the Committee, and all officers, partners, employees, agents, guests, invitees, and licensees of the foregoing, including each of the members of the Association shall have, in common with all of the others so entitled, an easement for ingress and egress through and over each of the lots within the Laurel Village for the use, maintenance, installation, repair and replacement of any utilities which easements constitute a part of the Common Elements. Notwithstanding the foregoing, no person shall use or enjoy the Common Elements, if any, except in accordance with the reasonable regulations promulgated by the Association, and without encroaching upon any improvements constructed prior to any such installation of utilities.

2. The Association is authorized, not inconsistent with this Supplementary Declaration, to promulgate additional rules and regulations concerning the use of the Common Elements having particular application to the Lots in the Laurel Village.

3. Subject to the terms of the By-Laws and Rules and Regulations of the Association, each Lot Owner shall have, in common with all other Lot Owners, and in common with all others having rights to use and enjoy the same, an easement to use any of the Common Elements, if any exist, and all pipes, wires, ducts, cables, conduits, public utility lines, and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Lot or the Common Elements to the extent that such Common Element and utility distribution system serves, or is necessary to the service of, his Lot, and each Lot and all of the Common Elements shall be subject to such easement. In addition, the Declarant shall have an easement and a right of access to each Lot and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore, and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Lot and the Common Elements shall be subject to such easement and right of access.

4. Declarant, on behalf of all Lot Owners, shall have the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage sewer, and other utility easements in, or to relocate any existing utility easements to any portion of the Property as Declarant shall deem necessary or desirable for the proper operation and maintenance of the Lots or any portion thereof or for the general health or welfare of the owners, tenants, and occupants of the appropriate Lots.

5. Each Lot and the Common Elements shall have easements of subjacent supports and necessity, and the same shall be subject to such easements in favor of all of the other Lots and the Common Elements.

6. If (i) any portion of the Common Elements now encroaches upon any Lot or upon any other portion of the Common Elements, (ii) any Lot now encroaches upon any other Lot or upon any portion of the Common Elements, or (iii) any such encroachment shall hereafter occur as a result of the settling or shifting of the ground, the action of the wind or any weather related event, or any repair or alteration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws by, or with the consent of the Committee, or by Declarant, or on account of any repair or restoration made to any Lot or to the Common Elements or any portion thereof in accordance with the terms of this Declaration and the By-Laws after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as necessary for the restoration, or repair of any such encroachment.

ARTICLE VIII
Amendment

Until (a) all of the lots in Laurel Village have been conveyed to persons other than the Declarant and all lots have been improved with a residence which has been issued certificates of occupancy thereon or (b) the Declarant relinquishes control in writing, the terms of this Declaration may be amended by Declarant without the joinder of any owner. Thereafter, amendments shall be made in accordance with the Declaration.

ARTICLE IX
Provisions Pertaining to Declarant

Notwithstanding any other provisions herein contained, the Declarant Control Period shall begin upon the recording of this Supplemental Declaration and continue until (a) all of the lots in Laurel Village have been conveyed to persons other than the Declarant and/or the Contractor and all lots have been improved with a residence which has been issued certificates of occupancy thereon or (b) the Declarant relinquishes control in writing. During the Declarant Control Period, the following provisions shall be deemed to be in full force and effect:

1. The Declarant, its successors or assigns, reserves the unrestricted right to sell, assign, mortgage, or lease any Lots which it continues to own after the recording of the Declaration and to post signs for such purposes on the Laurel Village property.

2. The Declarant reserves unto itself and its successors and assigns the Development rights, and Special Development rights as set forth in the Declaration, the provisions of which are incorporated herein by reference as if fully set out.

3. The Declarant reserves unto itself the unrestricted right to amend or supplement this Supplemental Declaration. Declarant shall be entitled to perform each and all of the powers exercisable by the Committee as set out herein or in the By Laws.

4. The Declarant specifically disclaims any warranty or representation in connection with this Declaration, the organization of the Association, the Committee or the Property except as specifically set forth herein or made in writing to any Lot Owner. No person shall rely upon any warranty or representation not specifically made herein. The layouts and dimensions of Lots and all other representations made herein either expressly are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon. Each Lot Owner, by purchase of an interest in the Property, expressly assumes the risks of improving and/or developing the Property and agrees that neither Declarant, nor its successors, affiliates, or assigns shall be liable to any Lot Owner claiming loss or damage arising from or related to the improvement and/or development of any lot.

ARTICLE X
Covenants running With the Land

All provisions of this Declaration and Rules and Regulations as they now exist, or may be amended from time to time, shall be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Lot and the appurtenances thereto; and every Lot Owner and claimant of the Property or any part thereof or

interest therein, and his heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions thereof. All present and future owners, tenants, and occupants of Lots shall be subject to, and shall comply with, the provisions of this Declaration and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, the entering into a lease, or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the By-Laws, and the Rules and Regulations are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having, at any time, any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease.

ARTICLE XI
MISCELLANEOUS PROVISIONS

1. Captions used herein are inserted solely as a manner of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text thereof.

2. If any provision of this Amended and Restated Supplemental Declaration, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, be judicially held in conflict with the laws of the State of North Carolina, then the said laws shall be deemed controlling and the validity of the remainder of this Amended and Restated Supplemental Declaration and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

3. The terms, covenants, conditions, descriptions, and other information contained on the recorded Plats referenced herein, and any Eagles Nest Development By-laws, Rules, and Regulations in effect from time to time are by this reference each incorporated herein and made a part of this Supplemental Declaration as if the same were set forth at length in the text hereof.

4. No provision contained in this Amended and Restated Supplemental Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

5. The rights and/or obligations of Declarant as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Declarant or, with consent of Declarant, any transferee of all of the then unsold Residential Lots. Subject to the foregoing, Declarant shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

6. Except as modified herein, the terms of the Declaration shall be and remain in full force and effect as to the Property and as to each Lot within Laurel Village.

IN WITNESS WHEREOF, the Declarant has executed this Amended and Restated Supplemental Declaration on the day and year first above written.

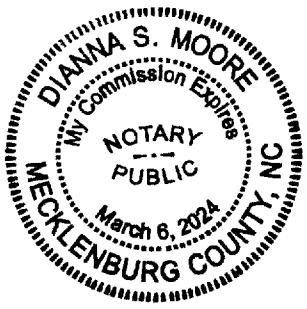
EAGLES NEST HOLDINGS, LLC

By: _____
William N. Adkins, Manager

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Dianna S. Moore, a Notary Public for said County and State, do hereby certify that William N. Adkins personally appeared before me this day and acknowledged that he is the Manager of Eagles Nest Holdings, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official seal, this the 30th day of January, 2024.



Dianna S. Moore
Notary Public: Dianna S. Moore

My Commission Expires: 3/6/2024