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 Buncombe County, NC
 Otto W. DeBruhl Register of Deeds

BK 4150 PG 701-713

Prepared by/Return to: Carter and Kropelnicki BOX 11

DECLARATION OF PROTECTIVE COVENANTS
 FOR LEICESTER VILLAGE

THIS DECLARATION OF TERMS, CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS FOR LEICESTER VILLAGE made and entered into by and between LEICESTER VILLAGE, LLC, a North Carolina limited liability company (herein "Declarant") and all Future Owners of Lots in LEICESTER VILLAGE as hereinafter described, and as redefined and amended in the future to include additional phases of lots.

WITNESSETH:

THAT WHEREAS, Declarant is the developer and owner of certain real property in Buncombe County, North Carolina being known as "Leicester Village" and being more particularly described and shown as Lots 1 through 105 on that plat recorded in Plat Book 100 Page 157 of the Buncombe County, NC Register's Office entitled "Subdivision of Leicester Village Phase 1" (herein "Plat"); and

WHEREAS, the Declarant desires for the protection and benefit of all persons who may hereafter become owners of lots located within the Subdivision that the Subdivision be developed with limitations, restrictions and uses. These covenants are to run with the land and be binding upon all parties purchasing Lots within the Subdivision and all persons claiming by, through or under Declarant until December 31, 2030 at which time said covenants shall be automatically extended for successive periods of (10) years unless by vote of a majority of persons then owning lots within the Subdivision (and which are subject to the terms, conditions and provisions of this Declaration) it is agreed to change these covenants in whole or in part.

NOW THEREFORE, Declarant does hereby make the following declaration as to limitations, restrictions and uses to which the Subdivision and all additional parcels of real property hereinafter made subject to the terms, conditions and provisions of this Declaration (herein "Subdivision") shall be and are hereby subjected:

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ARTICLE I
Definitions

1. "Act" shall mean and refer to the North Carolina Planned Community Act as set forth and contained in Chapter 47F of the North Carolina General Statutes.
2. "Association" shall mean and refer to Leicester Village Homeowners Association, Inc., a nonprofit corporation organized under the laws of the State of North Carolina, its successors and assigns.
3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
4. "Bylaws" shall mean and refer to the Bylaws adopted by the Association.
5. "Common Elements" shall mean and refer to such private roads designated on the Plat or any other subdivision Plat recorded by Declarant, as well as any other private road constructed by the Declarant serving the Subdivision or any property adjoining the Subdivision, as more specifically described upon Exhibit A attached hereto, together with any other property designated as a Common Element by the Declarant (including, but not limited to parks and green spaces, water and utility reserved areas or easements and storm water retention spaces or easements as shown on the Plat); and any real property or real property interest owned by the Association, other than a Lot. Declarant disclaims any obligation to provide any amenities beyond the Common Elements expressly shown upon the Plat.
6. "Declarant" shall mean Leicester Village, LLC, a North Carolina limited liability company, its successors and/or assigns; including any person which succeeds to any Special Declarant Rights as set forth herein and in the Act.
7. "Directors" shall mean and refer to the members of the Board of Directors of the Association.
8. "Lot" shall mean and refer to each platted lot within the Subdivision, as shown on the Plat, as well as any lot subsequently made subject to the terms, conditions and provisions of this declaration by Declarant.
9. "Lot Owner" shall mean and refer to any person or entity owning fee simple title to any Lot; but does not include a person having an interest in a Lot solely as security for an obligation.
10. "Member" shall mean and refer to each owner or owners of a Lot who shall also then be a member of the Association for such period of ownership. If a Lot is owned by more than one person, then such persons collectively shall be the Member and shall be entitled to only one vote.
11. "Restrictions" shall mean and refer to this Declaration of Protective Covenants for Leicester Village, as the same may be released, amended or changed, either in whole or part, as provided for herein.

12. "Special Declarant Rights" shall mean and refer to those rights defined in Chapter 47F-1-103(28) of the Act as the same are reserved herein and in the Bylaws for the benefit of Declarant.

13. "Subdivision" shall mean and refer only to Lots 1 through 105 and Common Elements as shown on the Plat, together with any additional phases of the Subdivision known as Leicester Village as shown by the recording of additional plats and amendments hereto declaring such additional phases to be subject hereto. The Declarant shall not be deemed to have subjected to these Restrictions any other property which the Declarant may now or hereafter own or acquire until such time as a recorded instrument specifically subjecting such property is recorded in the Buncombe County, NC Register's Office. Without limiting the generality of the foregoing, neither the property shown upon that Plat as "Phase 2" nor the property shown as commercial lots A, B, C, and D, are subjected to these Restrictions but shall remain unrestricted unless and until Declarant files documents otherwise. The Declarant specifically reserves the right, but shall have no obligation, to subject to these Restrictions any other real property which the Declarant may now own or which Declarant may hereafter acquire.

ARTICLE II

Submission of Subdivision to the Act and Creation of a Planned Community

1. Submission of the Subdivision and Creation of the Subdivision. Pursuant and subject to the terms and provisions of the Act, Declarant hereby creates a planned community subdivision initially comprised of the Subdivision. Declarant hereby submits all of such Subdivision to the Act and the terms of this Agreement, and reserves the right, but shall have no obligation, to submit additional phases of the Subdivision known as Leicester Village, by the recording of additional plats and amendments hereto declaring such additional phases to be subject hereto.
2. Name. The name of the subdivision created hereunder is Leicester Village.
3. Designation of Lots and Common Elements. The Declarant does hereby designate the Subdivision which is shown on the Plat either as separate numbered lots of real property or common areas as separate Lots or Common Elements. The Common Elements are more particularly described upon Exhibit A attached hereto.
4. Reservation of Special Declarant Rights. The Declarant hereby reserves unto itself and its successors in interest as Special Declarant Rights, the following:
 - (a) Those Special Declarant Rights as set forth in the Act;
 - (b) The right, during the Declarant Control Period, to modify, amend, change, vary or release all or any part of these Restrictions;
 - (c) The right to redesignate a previously designated Lot as an easement or right of way for access to adjoining property whether now or hereafter owned by Declarant, or vice versa; and
 - (d) All other special rights reserved to Declarant under these Restrictions.

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ARTICLE III

Terms, Conditions, Restrictions, Protective Covenants and Other Matters

1. Uses. All Lots shall be used solely for single family residential purposes (only one (1) single family residential dwelling per Lot is allowed) and no business or commercial activity will be permitted on or upon a Lot and no commercial structure or activity of any type shall be placed on any Lot or allowed within the Subdivision. This restriction shall not be construed so as to disallow private home offices and child care for no more than two (2) non-custodial children. Home offices for private use are allowed so long as the use of such office is pre-approved by the Association and does not generate pedestrian, vehicular traffic or any signage in conjunction with such office use.

2. Architectural Control. Prior to commencement of construction of any improvements, all plans, including elevations, specifications and landscape plans, shall be submitted as an application to the Declarant, its agent or its successors or assigns, for approval as to quality of materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Declarant reserves the right, in its sole and absolute discretion according to the foregoing standard either to approve or not approve of any plans and specifications for any reason whatsoever. The Declarant shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an original amount of Two Hundred Dollars (\$200.00). The Declarant reserves the right to modify, waive or increase such application fee. Construction shall thereafter be completed in strict conformity with such approved plans and specifications and the Declarant shall be entitled to stop any construction which is in violation of these restrictions. Improvements shall be constructed only by a builder which has been approved by the Declarant. The Declarant reserves the right to approve the builder and to from time to time compile a list of approved builders. A builder shall be approved or not approved in the Declarant's sole and absolute discretion based upon a builder's reputation for quality, creditworthiness, and timely performance. Either during or after the Control Period, the Declarant reserves the right to establish an Architectural Review Committee to succeed to the rights reserved herein to Declarant. The Board of Directors shall succeed to the rights of Developer as to Architectural Control at the end of the Control Period.

3. Design and Development Guidelines. The Declarant may, from time to time, publish architectural, design and landscape guidelines. Such guidelines shall be explanatory and illustrative of the general intent of the development of the Lots and are intended to guide Lot Owners and their home designers and builders and to assist the Declarant in reviewing plans and specifications for Improvements. Such architectural, design and landscape guidelines shall not be binding upon the Declarant, may be revised and amended at any time by the Declarant, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Declarant for approval. The Declarant may publish and promulgate different Guidelines for different phases of the Subdivision, if any. In any event, vinyl siding is acceptable.

4. Prohibited Structures. No trailer, mobile home, basement, tent, shack, garage or other outbuilding on these residential Lots shall, at any time, be used as a residence, either temporarily or permanently, nor shall

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any residence be moved onto any Lot within the Subdivision. Specifically, no mobile homes, trailers, manufactured homes, modular homes or structures of similar construction shall be placed on or allowed to remain on any Lot. There shall be no prefabricated buildings placed upon any Lot or other property within the Subdivision, except prefabricated components such as window and door units, roof trusses, or other such components which shall be permitted and approved by Declarant. Notwithstanding the foregoing, it is provided that "off-frame modular" homes shall be allowed.

5. Dwelling Size. The livable heated floor area provided in each residence shall not be less than 1400 square feet plus a two car garage which shall be required for every Lot. The livable heated ground floor area provided in each residence, if two stories, shall not be less than 800 square feet. No home shall have more than two stories. Basements, unfinished attic space, storage space, garages, porches, bonus rooms, decks or any area not enclosed by the main structure shall not be counted in these calculations.

6. Accessory Buildings. One accessory building may be constructed on a Lot as an accessory and appurtenant structure to the main residential dwelling. Such accessory building is subject to architectural control as set forth above. Such accessory building must be accessory to residential uses and shall not be rented or occupied. In no event may an accessory building be constructed upon a Lot until the construction of the main dwelling has commenced and until a separate building permit has been issued. The accessory building shall have the same style and color roof shingle, and the same color, style and material for exterior siding, as the main dwelling on the Lot. In lieu of the single accessory building provided for in this paragraph, but not in addition to it, one new pre-fabricated single story storage building may be placed on a lot in the rear of the house, provided that the floor dimensions are no greater than ten feet by ten feet.

7. Setback Requirements. No building shall be located on any Lot nearer than i) twenty five (25) feet from the front boundary line of such Lot; ii) seven and one half (7.5) feet from the side Lot line; or iii) fifteen (15) feet from the rear Lot line. Provided however that as to any "Corner Lot," the front boundary line setback on the street where the home on the Lot faces shall be twenty five (25) feet (presumably the street where the driveway connects), but the setback on the other street shall be fifteen (15) feet. The following Lots shall be considered "Corner Lots" for these purposes: 3, 4, 9, 10, 37, 38, 45, 46, 49, 69, 70, 84, 88, 98, 99 and 105.

8. Cutting of Trees. No living tree located within the road right of way shall be cut or trimmed without the express written permission of the Declarant. This covenant shall not apply to the cutting of trees or limbs where such cutting is necessary for the safe installation and maintenance of any dwelling, driveway, or parking areas constructed upon any Lot in conformity with building and/or landscape plans approved by Declarant.

9. Completion of Construction. Once begun, construction and clean-up of debris shall be completed within one (1) year from commencement of construction. A dwelling shall not be occupied until completed. A dwelling shall be deemed completed upon final inspection and approval by the applicable government inspector

10. Nuisances and other Prohibitions.

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a) No noxious or offensive activity shall be allowed upon or carried on any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No disabled, abandoned or unlicensed vehicles shall be permitted on any Lot, nor shall any vehicle be stored thereon, nor shall any repairs be permitted upon any vehicle parked upon any Lot.

b) All fuel tanks or other similar storage receptacles, motor homes, boats or other recreational vehicles, machines, equipment or any and all other articles or conditions deemed unsightly by the Declarant shall be screened, in a manner approved by Declarant, from view from any and all roadways and adjoining lots. In no event shall any pickup truck with a capacity to carry in excess of (1) one ton be kept on any Lot. No trucks other than pickup trucks of one (1) ton or less shall be kept on any Lot.

c) No hunting or discharge of firearms of any kind shall be allowed within the Subdivision. No motorcycles, mini-bikes or motorized two-wheel vehicles shall be allowed, other than licensed vehicles which are used exclusively for transportation purposes, and then only if properly managed, with it being further stipulated that such motorcycles, mini-bikes or motorized two-wheel vehicles which are licensed and used exclusively for transportation purposes shall be allowed to operate within the Subdivision only upon the regularly platted roads thereof. All vehicles kept and operated within the Subdivision shall have properly working mufflers.

d) No fence, hedge or wall shall be erected on any Lot which shall be unsightly in the opinion of the Declarant or which shall in any way interfere with the vision of road and driveways so as to endanger the safety of pedestrians or drivers of vehicles. No fences shall be erected in the area between the road and the front elevation of any house.

e) No window type heating or air conditioning units shall be installed without the approval of Declarant or which shall be visible from the street.

f) No clothing lines for drying or hanging of clothes shall be erected or used on any Lot unless completely screened from view from the street by the topography, improvements and/or vegetation on the Lot.

g) No swimming pool may be erected without the prior approval of Declarant, which approval may be withheld in Declarant's absolute discretion. If permitted, any swimming pool placed upon any Lot shall be properly fenced in or enclosed in such a manner as approved by Declarant so as not to be unsightly or constitute a hazard.

h) No street parking shall be permitted within the Subdivision except for special events like weddings and birthday parties, and in such a case, for no longer than 48 hours duration.

i) All Lots shall be properly maintained with grass and vegetation kept properly trimmed. Children's toys and lawn furniture shall not be left in an unsightly condition or position on the Lot.

j) No unsightly window coverings visible from the exterior shall be allowed.

11. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such shall not be kept outside except in sanitary containers kept from view. Such

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sanitary containers shall be placed at the curb only on the day garbage is to be collected.

12. Storing and Parking. No trade materials or inventories may be stored upon a Lot and no trucks, boats, trailers, buses, self-motorized camping vehicles, tractors or similar vehicles may be stored or regularly parked on a Lot except in a garage or well-screened enclosure approved by Declarant.

13. Signs. No sign of any kind shall be displayed to the public view on any Lot; except one sign of not more than four (4) square feet advertising the property for sale during any sales period. The top of any such sign may not be more than four (4) feet above ground level. All such signs must be installed perpendicular to and within the street right of way (but off of the road itself) serving the Lot, and not within four (4) feet of such right of way. Such signs are permitted only until the Lot is sold. This restriction as to signs shall not apply to Declarant. Signs utilized by the Declarant or Declarant's agent shall be of such size and placement and as such time or times as determined by Declarant in Declarant's sole and absolute discretion.

14. Pets, Livestock, Poultry and Other Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that animals commonly known as household pets may be kept on a Lot provided that they are not kept, bred, or maintained for any purposes other than as household pets. Kennel operations shall not be permitted. A kennel is defined as housing for more than three (3) animals. No more than three (3) animals, nor any animal larger than sixty (60) pounds shall be allowed on any Lot. Pets must be kept in an approved house, lot, or leashed at all times. Dogs or other animals are not permitted to run unleashed through the Subdivision.

15. Satellite Dish and Antennas. No satellite dish or antenna shall be located in the front yard of any Lot. Such dish or antenna may be placed only in the rear or side yard of the Lot in compliance with setback requirements. A satellite dish shall not exceed 18" in diameter. An antenna shall not exceed the roof line of the dwelling. Placement of such satellite dish antenna shall be governed by the setback requirements set forth herein.

16. Limitation of Access. Except as to Declarant, the private roadways shall not be used so as to provide access to any property except the Lots within the Subdivision. Except as to Declarant, no part of a Lot shall be used for any access to any property which lies outside of the Subdivision. No other easements, rights of ways or rights of access shall be deeded, granted, or in any way given by any Lot Owner to any other person through or over any Lot so as to permit any portion of a Lot or Subdivision property to be used for access to or from any adjoining property. This paragraph shall not be construed so as to prevent the Declarant from having the special right to re-designate a previously designated Lot as an easement or right of way for access to adjoining property whether now or hereafter owned by Declarant. The Declarant specifically reserves the right to establish such easements or rights of way as Declarant deems necessary or desirable for access to adjoining property whether now or hereafter owned by Declarant; and such rights of way within the Subdivision shall then be considered appurtenant to such adjoining property and such adjoining property shall thereafter be deemed to be benefited by road rights of way within the Subdivision.

17. Property Abutting Right of Way. Lot owners shall keep the grass cut and shrubs trimmed along the area of the Lot adjacent to the roads. In the event a Lot Owner fails to keep this area maintained as required, the Association may have the required work done. The expenses incurred for such work by the Association shall be added to the annual assessment of such offending Lot Owner, as provided for herein.

18. Fences, Mailboxes and Other Outdoor Appurtenances. There shall be no fence or other outdoor appurtenance erected except such fence or other outdoor appurtenance which is approved by Declarant in accordance with the Architectural Control as set forth in Section 2 of Article III. In no event shall any fence, mailbox or other outdoor appurtenance be erected without the prior written approval of Declarant as to location, height and materials. The Declarant reserves the right to set such requirements or to modify the above requirements as to location, height and materials as Declarant deems appropriate, in its absolute discretion.

19. Area Lights. No area lights shall be placed upon a Lot without the prior written consent of the Declarant.

20. Subdivision of Lot. Except as to Lots owned by Declarant, no Lot shall be re-subdivided so as to create an additional building Lot. Declarant expressly reserves the right to subdivide and/or recombine any Lot or Lots.

21. Declarant Control. It is understood and agreed and subsequent grantees expressly agree by acceptance of a deed conveying title to any Lot, that any portion of these Restrictions may be released, changed, modified, amended or varied without the consent or joinder of any Lot Owner solely by i) the Declarant if prior to the earlier of December 31, 2010 (herein the "Control Period") or ii) if after expiration of the Control Period, then by a favorable vote by at least sixty-seven percent (67%) of the then Lot Owners subject to these Restrictions, in accordance with the Act. After expiration of the Control Period, each Lot Owner shall have one vote for each and every Lot then owned by that Lot Owner, but only one vote total per Lot. The written and recorded modification of these Restrictions, signed by either the Declarant or after the Control Period by at least the required percentage of the Lot Owners subject to these Restrictions as the case may be, shall be sufficient to constitute an amendment to these Restrictions without further notification to any person or persons. It is provided however that Declarant shall have no power to amend the Restrictions from requiring a residential neighborhood of single family detached homes except with the joinder of all Lot Owners.

ARTICLE IV
Utilities, Roads, Assessments

1. Utilities. The Declarant reserves the right to subject the Subdivision to a contract with the appropriate electric company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to the appropriate electric company by either some or all of the Lot Owners. This right shall also apply to the suppliers of other utility services including telephone and, if available, gas and cable television hook-ups. All utility services from a lot line to the residence shall be installed underground.

2. Road Rights of Way. The Subdivision is serviced by those certain road rights of way shown on the Plat and described upon Exhibit A, which rights of way lead to the various platted Lots within the Subdivision as shown on said Plat. Declarant does hereby dedicate said rights of way as shown on the Plat as private roadways. Pursuant to NCGS § 136-102.6, all future Lot Owners acknowledge that the rights of way as shown on the Plat are private road rights of way dedicated to public use and may or may not be developed to county or state specifications. The Declarant specifically reserves the right to extend such rights of way beyond the boundary of the Subdivision for the benefit of any additional phases of the Subdivision or to access any adjacent property for any reason. All lots or parcels of property which shall use such right of way because of such an extension shall be obligated to contribute a pro rata share towards the maintenance of said right of way as provided below. Declarant reserves the right to postpone the final surfacing of the roadways, which Declarant will do at its expense, until a future date after construction traffic has decreased to a degree satisfactory to Declarant in its sole discretion.

3. Assessments for Maintenance of Common Elements. All Lot Owners, and their heirs, successors and assigns, covenant and agree that they shall be jointly responsible for the maintenance, upkeep, repair and service of the Common Elements. Each Lot Owner shall be subject to his pro rata share of annual maintenance of the Common Elements which shall be determined by taking the total cost of annual maintenance and dividing said figure by the number of Lots, subject to the following allocations:

(a) One full share for each Lot for each year beginning with the year that building construction begins on that Lot, subject to a minimum payment of \$350.00 per year per Lot for year 2006, and likewise increasing by \$5.00 per year thereafter and payable by June 1 of each year.

(b) One-fourth share for each other Lot, provided however that beginning June 1, 2009, every Lot shall pay a full share.

For these purposes, monies expended by Declarant for the maintenance and repair of any of the Common Elements shall be credited against Declarant's assessment obligation.

This covenant to pay such assessments shall be a covenant running with the Subdivision forever and may be enforceable as a lien against a defaulting Lot Owner as if said lien were a Statutory Lien enforceable in accordance with Article 2, of Chapter 44-A of the North Carolina General Statutes. Furthermore, a Lot Owner shall be responsible for all damage and repairs to the Common Elements which results from construction trucks or equipment utilized for construction upon that Lot Owner's property.

4. Private Utilities. It is anticipated that all Lots shall be serviced by private water and sewer services. Water well and sewage disposal systems may not be constructed on a Lot upon until after approval as provided in this paragraph and unless designed in accordance with the requirements, standards and recommendations of the Buncombe County Health Department. Approval of such system as installed shall be obtained from Declarant and/or such governmental authority, or its successors.

5. Utility Reservation. Unless otherwise noted on any recorded plat, easements of seven and one-half (7.5) feet in width are reserved on either side of all side and rear lot lines and seven and one-half (7.5) feet in

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width from back of curb for installation, maintenance and repair of any utility services and drainage facilities. Easements are also reserved within the road rights of way for installation, maintenance and repair of any utility services.

ARTICLE V
Leicester Village Homeowners Association

The Declarant does hereby establish a non-profit corporation which shall be known as the Leicester Village Homeowners Association, Inc. (herein "Association"). The purpose of the Association shall be to provide for the orderly enforcement of these covenants, including, but not limited to the maintenance, upkeep and repair of the joint rights of way within the Subdivision and any common elements or any other matter or area determined by the Association to be a common element or other area of common interest. The Board of Directors as established in the By Laws of the Association shall constitute the Executive Board as defined in N.C.G.S. 47F-3-103 and shall be subject to the provisions of such statute, except as set forth in this Declaration of the teffils of the By Laws of the Association.

ARTICLE VI
General Matters

1. Adjoining Properties and Governmental Actions. All purchasers of Lots do hereby acknowledge that Declarant has made no representations as to uses of adjoining properties and such purchasers have been advised to investigate on their own accord any particular uses of adjoining properties and acknowledge that they have assumed such responsibility. By acceptance of a deed conveying title to any Lot, such Purchasers do hereby covenant and agree to hold Declarant harmless from any and all claims, damages and costs in any way relating to or arising out of any use of any property adjoining the Subdivision. The purchaser of any Lot acknowledges that he has investigated on his own accord how such uses may affect his Lot and the Subdivision and are satisfied that they do not materially or substantially affect the value, use or enjoyment of any Lot. Furthermore, the Declarant hereby discloses that the public rights of way as shown on the Plat may or may not be the subject of a current or future action by the North Carolina Department of Transportation (but that it is not the intent of Declarant that such road rights of way will become state maintained roadways) for the purposes of widening such rights of way. The purchaser of any Lot acknowledges that he has investigated on his own accord how such taking may affect the Subdivision and is satisfied that such a taking does not materially or substantially affect the value, use or enjoyment of any Lot.

2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or in addition to the lien enforcement rights set out in Article 2 of Chapter 44A of the North Carolina General Statutes, by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The remedies granted and reserved herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of other property owners to exercise any or all of the other remedies or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same

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breach, or as to a breach occurring prior to or subsequent thereto and shall not bear on or affect its enforcement. Any person entitled to file a legal action for violation of these covenants shall be entitled as part of any judgment in favor of the filing party to recover a reasonable attorney's fees as a part of such action.

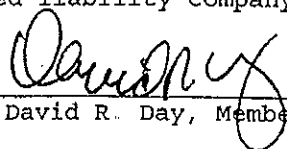
3. Amendment and Modification. All covenants, restrictions and affirmative obligations set forth herein shall run with the Subdivision and shall be binding on all parties and persons claiming under them. During the Control Period, the Declarant hereby reserves the absolute right to modify and/or to amend these Restrictions in whole or in part in Declarant's sole and absolute discretion as the Declarant deems proper or appropriate but shall in no way alter the single family residential use limitation upon the Subdivision. After the Control Period, an amendment to these Restrictions shall be made and approved in the manner whereby at an annual meeting or specially called meeting of the members, sixty-seven percent (67%) of the members vote in favor of such amendment and once made, shall become effective when recorded in the Buncombe County, NC Register's Office. Whenever herein the Declarant has reserved a right or the discretion to decide a matter, then the exercise of such right and the decision of such matter shall be in the sole and absolute discretion of the Declarant. Nothing herein shall require or shall be construed so as to require the Declarant or its related persons or entities to subject all or any part of its remaining adjoining property to these Restrictions.

4. Invalidation. Should any covenant, restriction, article, paragraph, subparagraph, sentence, clause, phrase or term herein contained be declared to be void, invalid, illegal or unenforceable, for any reason whatsoever, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, then such judgment shall in no way affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

5. Conflicting Terms. In the event of a conflict or ambiguity between these Restrictions and the Act, then these restrictions shall be deemed to govern except where the provisions of the Act are mandatory, in which case the Act will control. The Act is incorporated herein by reference to the extent not inconsistent with the specific terms of these Restrictions or in the absence of a specific term or provision in these Restrictions.

IN WITNESS WHEREOF, the Declarant, has caused this instrument to be signed in its company name by its duly authorized Manager, as of the day and year first above written.

Declarant:
LEICESTER VILLAGE, LLC, a North Carolina
limited liability company

By: 
David R. Day, Member-Manager

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EXHIBIT A
COMMON ELEMENTS

1. The road called "Silverling Drive" as shown on the Plat.
2. The extension of "Silverling Drive" between Lots 9 and 10 as shown on the Plat.
3. The road called "Climbing Aster Way" as shown on the Plat.
4. The road called "Moss Pink Place" as shown on the Plat.
5. The road called "Azure Sage Way" as shown on the Plat.
6. The extension of "Azure Sage Way " between Lots 3 and 4 as shown on the Plat.
7. The road called "Pondberry Court" as shown on the Plat.
8. "Common Area" lot between Lots 1 and 90 as shown on the Plat.
9. "Common Area" lot between Lots 52, 53, 81, 82, 83, 85, 86 and 51 as shown on the Plat.
10. The "Recreational Easement Centered on Creek" from between Lots 91 and 92 at the North end to Lots 80 and 53 on the South end, as shown on the Plat.

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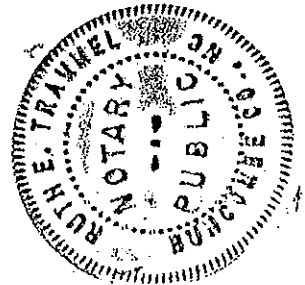
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that David R. Day, personally came before me this day and acknowledged that he is Member-Manager of LEICESTER VILLAGE, LLC, a North Carolina limited liability company, and that he, as Member-Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official stamp or seal, this 5th day
December, 2005.

My commission expires:
8/29/2009

Ruth E. Trammel
Notary Public
Ruth E. Trammel



Workflow# 2008619

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Doc ID: 018180280003 Type: CRP
Recorded: 01/18/2007 at 01:28:12 PM
Fee Amt: \$20.00 Page 1 of 3
Workflow# 2008619
Buncombe County, NC
Otto W. DeBruhl Register of Deeds

BK 4347 PG 83-85

Prepared by/Return to: Carter and Kropelnicki BOX 11

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
FOR LEICESTER VILLAGE

This Amendment is made by Leicester Village, LLC, hereafter referred to as "Declarant."

Whereas Declarant executed and recorded the DECLARATION OF PROTECTIVE COVENANTS in Deed Book 4150, Page 701 and the AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS in Deed Book 4159, Page 659 (collectively the "Declaration"), that even though Section 4 of Article IV provides that the Lots shall be serviced by private water and sewer services, Declarant has constructed public water and sewer services at Declarant's expense; that Declarant desires to amend the Declaration per the provisions of Section 3 of Article VI in which Declarant reserved the right to amend during the Declarant Control Period;

THEREFORE in consideration of the foregoing premises, and for other valuable consideration, the Declaration is amended as follows:

1. The fee for each application for approval of plans and specifications as provided in Section 2 of Article III is changed from \$200.00 to \$500.00, effective for all such applications filed after recording of this Amendment. The fees of engineers and other professionals reviewing the plans and specifications shall be paid from the fee and any balance will belong to the Association.

2. Section 3 of Article IV is amended and restated to read as follows:

3. Assessments for Maintenance of Common Elements and Other Expenses of the Association. All Lot Owners, and their heirs, successors and assigns, covenant and agree that they shall be jointly responsible for the maintenance, upkeep, repair and service of the Common Elements as well as any property taxes and all other expenses of the Association. Each Lot Owner shall be subject to his pro rata share thereof which shall be determined by taking the total cost of annual maintenance and dividing said figure by the number of Lots, one share per Lot, subject to the following allocations:

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(a) For calendar year 2006, the share shall be \$87.50 per Lot, due upon purchase of a Lot, no matter when purchased.

(b) For calendar year 2007, one full share per Lot, with a minimum of \$360.00 per Lot, due upon purchase of a Lot, prorated for the remainder of the year based upon the date of purchase of the Lot.

(c) For calendar year 2008 and thereafter, one full share per Lot, with a minimum of \$370.00 per Lot, increasing \$10.00 per year beginning in 2009 and thereafter, due upon purchase of a Lot, prorated for the remainder of the year based upon the date of purchase of the Lot.

(d) In consideration of the Declarant's investment in the construction of public utility services, Declarant shall be exempt from all assessments as to any Lot owned by Declarant at any time, except that for calendar year 2009 and thereafter Declarant shall pay one-fourth of the share due per Lot as to any Lot owned by Declarant during calendar year 2009 and thereafter.

(e) All assessments are due in advance on January 1 of each year except as otherwise provided herein.

For these purposes, monies expended by Declarant for the maintenance and repair of any of the Common Elements shall be credited against Declarant's assessment obligation.

This covenant to pay such assessments shall be a covenant running with the Subdivision forever and may be enforceable as a lien against a defaulting Lot Owner as if said lien were a Statutory Lien enforceable in accordance with Article 2, of Chapter 44-A of the North Carolina General Statutes. Furthermore, a Lot Owner shall be responsible for all damage and repairs to the Common Elements which results from construction trucks or equipment utilized for construction upon that Lot Owner's property.

3. Section 5 of Article IV is amended and restated to read as follows:

5. Utility Reservation. Unless otherwise noted on any recorded plat, easements of seven and one-half (7.5) feet in width are reserved on both sides of all side and rear lot lines and ten (10) feet in width inside all front lot lines for installation, maintenance and repair of any utility services and drainage facilities. Easements are also reserved within the road rights of way for installation, maintenance and repair of any utility services and drainage facilities. In addition, as to Lot 54 only, an easement of fifteen (15) feet is reserved inside the rear lot line in addition to the other easements reserved herein.

4. The Declaration is confirmed as amended herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective the date above.

Leicester Village, LLC

BY: David R. Day, Manager

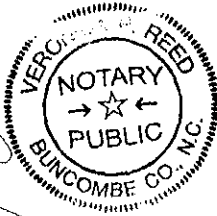
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that David R. Day personally came before me this day and acknowledged that he is Manager of Leicester Village, LLC, a North Carolina limited liability company, and as such has authority to execute this instrument on behalf of said company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him as its member.

WITNESS my hand and official stamp or seal, this January 10th, 2011.

My commission expires:
8-18-2011

Veronica P. Reed
Notary Public
Printed Name: Veronica P. Reed



Unofficial