

Prepared by:  
RAMSEY, HILL, SMART, RAMSEY &  
PRATT, P.A.  
By: Gayle E. Ramsey

DECLARATION  
OF  
RESTRICTIVE COVENANTS  
OF  
DOGWOOD MOUNTAIN ESTATES  
\*\*\*\*\*

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KNOW ALL MEN BY THESE PRESENTS, that TOMMY R. ALSTON and his wife, CHARLENE H. ALSTON, (hereinafter referred to as Developer) are the owners and developers of that certain property situate, lying and being in Little River Township, Transylvania County, North Carolina, known as Dogwood Mountain Estates, (the Development), described in the Supplemental Declaration attached hereto, designated as Exhibit "A" and made a part hereof by reference.

Developer intends to sell and convey the lots and parcels situated within the Development and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the lots and parcels in the Development and the owners and future owners thereof.

NOW, THEREFORE, Developer declares that all of the lots and parcels in the Development are held and shall be held, conveyed, and hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and shall, as to the owner of each such lot or parcel, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective owners, present and future.

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ARTICLE I  
LAND USE AND STRUCTURE TYPE

Lots and parcels in the Development shall be designated in the Supplemental Declaration as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of this Declaration relating to such uses. In the event a use is designated for which no such provision is contained herein (for example, commercial, recreational, etc.), then the same may be set forth in such Supplemental Declaration.

A. SINGLE-FAMILY RESIDENTIAL. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot designated as a single-family residential lot other than one (1) detached, single-family dwelling, not to exceed two and one-half (2-1/2) stories in height, together with a porch, terrace and a private garage or carport for not more than two (2) cars. The following restrictions shall apply specifically to lots designated as single-family residential:

1. Minimum Cost and Area. Each dwelling constructed, erected or situated thereon shall have fully enclosed floor area (exclusive of any roofed or unroofed porch, terrace, garage, carport or other areas not enclosed by the main structure) which shall cost not less than the minimum cost, if any, established in the Supplemental Declaration which designates the use of the lot and shall contain not less than the minimum number of square feet established in the Supplemental Declaration which designates the use of the lot.

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2. Set Backs. Each such dwelling shall be at least:

- (a) Thirty (30) feet from all road right-of-way lines and sixty (60) feet from all front lot lines which run along the center of roads;
- (b) Thirty (30) feet from the rear lot line;
- (c) Ten (10) feet from interior lot lines;

However, Developer, in Developer's sole discretion, may grant variances from these requirements, insofar as road set backs are concerned, when in Developer's judgment the size and topography of a lot and the location of road right-of-way lines across such lot make it impractical or impossible to construct on such lot a building which conforms to the road set back requirements set out herein.

B. COMMON AREAS. All lots or parcels in the Development designated as common areas are and shall remain private property and Developer's recordation of a plat shall not be construed as a dedication to the public of any such common areas located therein, however, Developer reserves the right, at any time after twenty (20) lots in the Development (hereinafter referred to as the Association) have been sold and conveyed, to convey all or any portion of those areas in the Development which have been designated as common areas to the Dogwood Mountain Estates Property Owners Association (hereinafter referred to as the Association), and Developer also reserves the right at any time after twenty (20) lots in the Development have been sold and conveyed, to transfer to the Association the responsibility for maintaining all or any portion of said common areas, together with the responsibility for paying the cost of maintaining those portions of said common areas so transferred.

ARTICLE II  
ARCHITECTURAL CONTROL

No single-family dwelling, porch, terrace, private garage, carport, barn, shed, or other structure authorized under the provisions of this Declaration or any Amendment or Supplemental Declaration thereto shall be constructed, erected, situated or altered on any lot until the construction plans and specifications, and a plan showing its location on the lot have been approved by Developer or by the Association, in the event that Developer elects to delegate Developer's authority under this Article of these covenants to the Association, as to quality of workmanship and materials, harmony of external design with existing structures and the natural environment, and as to location with respect to topography and finish grade elevation. Unless similarly approved, no trees or natural vegetation shall be cut or removed from any lot nor shall any portion of any lot be cleared or graded, nor shall any fence or wall be erected, placed or altered on any lot. In no event shall any metal roofing be placed on a building nor shall any building be erected of exposed cement or cinder block, however, subject to the approval of Developer, paint or stucco will be acceptable on foundations. Natural drainage shall not be changed without the approval of Developer. Developer shall not be responsible for any drainage problems affecting any lot.

Developer's approval or disapproval as required by this Article of these covenants shall be in writing. In the event Developer fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to Developer, or in any event, if no suit to enjoin any construction for which Developer's approval is required under this Article has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with provided that the required plans and specifications were submitted to Developer at least thirty (30) days prior to the commencement of such construction.

ARTICLE III  
TEMPORARY STRUCTURES

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With the exception of one recreational vehicle or mobile home which may be placed on a lot and occupied by the owners of said lot during the actual period in which a permanent dwelling is being constructed on a lot, for a total length of time not to exceed six months, no structures, of a temporary character, trailer, basement, tent, shack, garage, carport, barn, shed or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any trailer, tent, shack or type of structure, whether temporary or permanent, not specifically authorized by these covenants or any Amendment or Supplemental Declaration thereto to be placed on a lot be placed on any lot at any time.

ARTICLE IV  
NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Construction of improvements on any lot, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within ninety (90) days, shall be deemed nuisances. Developer may remove any such nuisances or repair or complete the same at the expense of the owner, the cost of which shall be levied as an assessment against the owner's lot.

ARTICLE V  
MAINTENANCE OF LOTS

All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent them from becoming unsightly, unsanitary or a hazard to health. If not so maintained, Developer shall have the right, through Developer's agents, employees and contractors to do so, the cost of which shall be levied as an assessment against the owner of the lot. Neither Developer, nor any of Developer's agents, employees or contractors shall be liable for any damage which may result from any such maintenance work.

ARTICLE VI  
LIVESTOCK AND POULTRY

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided, that they are not bred or maintained for commercial purposes and that they are kept reasonably confined so as not to become a nuisance.

ARTICLE VII  
GARBAGE AND REFUSE DISPOSAL

No owner may accumulate on his lot any litter, refuse or garbage, except in receptacles provided for such purposes, nor shall any junked, untagged, or inoperative vehicles be placed or accumulated on any lot. Each lot owner shall provide closed sanitary receptacles for garbage and shall install and maintain said receptacles in such a manner as not to be visible from any road shown on a recorded plat of any portion of the Development or from any common area within the Development except at the times when refuse collections are made. No open burning of any kind shall be done before the lot owner has obtained the written permission of Developer, and has also obtained a permit from the proper authorities when required by law.

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90ARTICLE VIII  
WATER SYSTEM

In the event that Developer, after having obtained the approval of the appropriate governmental agencies, should construct or cause the construction of a waterworks system in the Development, said waterworks system shall be owned and operated by a privately owned public utility authorized by a Certificate of Public Convenience and Necessity issued by the North Carolina Utilities Commission in accordance with the provisions of Article 1 of Chapter 62 of the General Statutes of North Carolina, as now or hereafter amended, revised or superseded, to acquire, maintain and/or operate a waterworks system and conduct a public utility business in the area occupying the Development.

In consideration therefor, the owners of each lot not then already served by a well or private waterworks system agree not to dig or drill a well or install a private waterworks system of their own on any lot, and they further agree to tap on to the waterworks system referred to hereinabove in the preceding paragraph, and to pay to said privately owned public utility, its successors, assigns, lessees and/or licensees, an AVAILABILITY CHARGE which, at the option of Developer, shall be payable monthly, quarterly, semi-annually, or annually; for water, water service and the accommodations afforded said owners by said waterworks system, said availability charge to commence upon the approval of said waterworks system and said availability charge by the North Carolina Utilities Commission and upon availability of water in a waterworks system distribution main provided for the lot and continuing thereafter so long as water is available for use whether or not tap or connection is made to a waterworks distribution main and whether or not said owners actually use or take water. Said availability charge and a reasonable tap fee shall and will be charged for each lot of each said owner and will be the only charges for water except as otherwise herein provided. The aforesaid amount of said availability charges, including special provisions for said availability charges with respect to contiguous lots of the same owner, times and methods of payment thereof by said owners and other matters shall be provided in schedules of rates and rules, regulations and conditions of service for water services filed and published by said public utility with said North Carolina Utilities Commission or any successor regulatory body in the State of North Carolina in accordance with law and passed to file or formally approved by said Commission as the then effective schedule of rates and rules, regulations and conditions of service of said public utility. Upon any lot owner's making a written request therefor, and paying said public utility in cash such reasonable initial tap fee in accordance with said rules, regulations and conditions of service for water service, or such other amount as is approved or passed to file therefor by the North Carolina Utilities Commission or its successor, a tap to a waterworks system distribution main in connection to said owner's lot line will be installed. The amount of said availability charges and other charges are subject to change hereafter by order of the North Carolina Utilities Commission or its successor in accordance with then existing law, and the structure of said availability charges are likewise and in the same manner subject to change from availability rates to another type of rate or rates. Unpaid charges shall become a lien upon the lot or lots to which they are applicable as the date the same become due. Nothing in this paragraph set forth shall be construed as a limitation on the rights of any public utility to sell and assign in accordance with law its property and assets to a North Carolina municipal corporation or to a governmental subdivision of the State of North Carolina.

ARTICLE IX  
SEWAGE DISPOSAL

No sewerage system shall be permitted on any lot except such system as is located, constructed, and equipped in accordance with the minimum requirements of the State Board of Health. Approval of such system shall be obtained from the health

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authority having jurisdiction. In the event that Developer or some other person, firm or corporation authorized by Developer provides a public sewerage system, sewage disposal shall, at the earliest possible time, be by such public sewerage system.

**ARTICLE X  
LIMITED ACCESS**

There shall be no access to any lot on the perimeter of the Development except from designated streets or roads within the Development as shown on the recorded plats of the Development without the express written consent of Developer which must be recorded in the Office of the Register of Deeds for Transylvania County, North Carolina.

**ARTICLE XI  
RESUBDIVISION OF LOTS**

No lot or parcel, with the exception of those lots or parcels owned by Developer, shall be further divided, however, Developer shall have the absolute right, in Developer's sole discretion, to combine and divide or redivide any lots or parcels owned by Developer and to place on record plats of any such combined, divided or redivided lots or parcels and to submit or withdraw said lots or parcels from the provisions of these covenants without the consent or joinder of the owners of the other lots and parcels in the Development.

**ARTICLE XII  
DRILLING AND MINING**

No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

**ARTICLE XIII  
EASEMENTS**

The following easements over each lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to Developer, Developer's successors, assigns or licensees:

**A. UTILITIES.** A five (5) foot wide strip running along the inside of all lot lines, however, where lot lines run along the center of roads or along road right-of-way lines, such strips shall, at the option of Developer, be ten (10) feet in width and run along either the inside or the outside of the road right-of-way line, but Developer, after having located said ten-foot wide strip on a particular lot, may not thereafter relocate said strip on said lot without the express written consent of the owner of said lot. Said strips shall be used for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation.

**B. ROADS.** An easement on, over and under all roads in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder; for purposes of drainage control; for access to any lot or parcel; and for the purposes of maintenance of said roads.

**C. SIGHT EASEMENTS.** Such sight easements, if any, of the sizes and locations as may be shown on recorded plats of portions of the Development are reserved for the purpose of ensuring that visibility at road intersections shall be unimpeded. No fence, wall, hedge, tree or shrub which obstructs sight lines at elevations between two (2) and eight (8) feet above roadways shall be placed or permitted to remain within sight easements.

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D. OTHER EASEMENTS. Any other easements shown on recorded plats of portions of the Development.

E. USE OF AND MAINTENANCE BY OWNERS. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owners of such lots, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owners of said improvements except those for which a public authority or public authority or utility company is responsible.

#### ARTICLE XIV ROAD MAINTENANCE

A. ANNUAL ROAD MAINTENANCE FEE. There are existing roads in the Development. Developer, for Developer, Developer's successors or assigns, reserves from all conveyances of land in the Development a right-of-way for road purposes thirty (30) feet in width, fifteen (15) feet from each side of the center of all roads shown on recorded plats of the Development which may be conveyed to the North Carolina Department of Transportation or any successor department or agency thereto and specifically, the areas reserved and dedicated as roads on the recorded plats of the Development or portions thereof. Developer, for Developer, Developer's successors or assigns, also reserves the right until said roads are taken over for maintenance by the North Carolina Department of Transportation, or any successor agency thereto, to levy an annual road maintenance assessment on each lot in the Development for that lot's pro rata share of the annual cost of repairing and maintaining the roads in the Development and the roads which connect the Development with the public road, with each lot's share of the annual cost of repairing and maintaining the roads in the Development to be the fractional portion which that lot is of the total number of platted lots in the Development at the beginning of the year for which a particular annual assessment is made and each lot's share of the annual cost of repairing and maintaining the roads which connect the Development with the public road to be the fractional portion which that lot is of the total number of platted lots or tracts of land whose owners are required to share in the costs of repairing and maintaining said roads.

B. RIGHT OF DEVELOPER TO TRANSFER MANAGEMENT RESPONSIBILITY. Developer reserves the right to turn over to the Association at any time after twenty (20) lots in the Development have been sold and conveyed the responsibility of overseeing the maintenance of the roads in the Development and levying the annual road maintenance assessments.

#### ARTICLE XV DOGWOOD MOUNTAIN ESTATES PROPERTY OWNERS ASSOCIATION

A. At such time as Developer shall have sold and conveyed twenty (20) lots in the Development, all owners of lots situated in the Development shall be obligated to: (1) join the Association after it has been organized and incorporated by Developer, (2) participate in the activities of the Association on a one (1) vote per lot basis, (3) pay their pro rata share of the cost of incorporating, organizing and operating the Association, and (4) pay all assessments thereafter levied by the Association.

#### ARTICLE XVI STREAMS

No lot owner shall pollute any stream in the Development nor shall any lot owner cause or allow any stream in the Development which may flow across his lot to be diverted from its natural direction and course of flow. No liquid waste of any kind shall be drained, dumped or disposed of in any way into open ditches or water courses.

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ARTICLE XVII  
ANNEXATION

A. PROPERTY TO BE ANNEXED. Developer may from time to time and in Developer's sole discretion, annex to the Development any other real property owned by Developer which is contiguous or adjacent to or in the immediate vicinity of the Development.

B. MANNER OF ANNEXATION. Developer shall effect such annexation by recording a plat of the real property to be annexed and by recording a Supplemental Declaration which shall:

1. Describe the real property being annexed and designate the permissible uses thereof;
2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of common areas; and
3. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Upon the recording of such plat and Supplemental Declaration, the annexed area shall become a part of the Development as fully as if such area were part of the Development on the date of recording of this Declaration.

ARTICLE XVIII  
TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the Development has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XIX  
LIENS AND ENFORCEMENT OF LIENS

In the event that a lot owner has not paid an assessment levied by Developer, or by the Association, or by a privately owned public utility established under the provisions of Article VIII of these covenants, within sixty days after said assessment is levied, said levy shall constitute a lien against such lot owner's lot from the date of the filing of a notice of assessment and lien in the office of the Register of Deeds for Transylvania County. All liens levied pursuant to the provisions of these covenants shall include the amount of any unpaid assessment, plus any other charges thereon, including a late charge of \$25.00 to cover administrative expenses, interest at one and one-half percent (1½%) per month from the date of delinquency and costs of collection, including attorney's fees. Each notice of assessment and lien shall state the amount of such assessment and such other charges and a description of the lot which has been assessed. Each notice of assessment and lien shall be signed by Developer or such other person or legal entity to whom Developer has assigned the authority to file notices of assessments and liens pursuant to a document filed in the office of the Register of Deeds for Transylvania County, or by an officer of the Association, in the event that said notice of assessment and lien is filed by the Association, or by an officer of the privately owned public utility, in the event that said notice of assessment and lien is filed by the privately owned public utility. Such lien shall be prior to all other liens recorded subsequent to the filing of such notice of assessment and lien. All liens provided for herein may be foreclosed by suit by the party filing said lien in like manner as a deed of trust and, in such event, the party filing said lien may be a bidder at a foreclosure sale. The party filing said lien may also pursue any other remedy against any lot owner owing money to the party filing said lien.

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which is available to the party filing said lien by law for the collection of debt. Upon payment of said assessment and all charges in connection with which such notice has been recorded, or other satisfaction thereof, the party filing said lien shall cause to be recorded a further notice stating satisfaction and the release of the lien thereof.

ARTICLE XX  
GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Developer, the Association and the private utility company hereinabove provided for. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Developer and the grantee or purchaser of each other lot or parcel to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

ARTICLE XXI  
SUSPENSION OF RESTRICTIONS

The provisions of improvements, use and occupancy set forth herein shall be suspended as to any lot, parcel or other area while and so long as the same is owned by or leased to the State of North Carolina or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such lot, parcel or area for the purposes for which it was acquired or leased. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using, such owner shall have no rights as a member of the Association nor shall it be liable for any Association assessments.

ARTICLE XXII  
ENFORCEMENT

These covenants may be enforced by Developer, by the Association, or by the owners or lessees of any lots which are subject to the provisions of these covenants. Enforcement shall 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, or both.

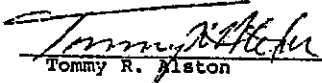
ARTICLE XXIII  
SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XXIV  
ASSIGNMENT OF DEVELOPER'S RIGHTS

Developer's rights under this Declaration may be assigned at any time, in whole or in part, to any other person, persons or legal entity, including but not limited to the Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration, this 11 day of JUNE, 1985.

 (SEAL)  
Tommy R. Alston

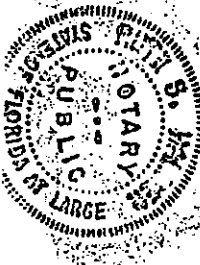
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Charlene H. Alston (SEAL)  
Charlene H. Alston

STATE OF FLORIDA,  
COUNTY OF Dee

I, Paul S. Harper, a Notary Public in and for said County and State, do hereby certify that TOMMY R. ALSTON and wife, CHARLENE H. ALSTON, personally appeared before me this day and acknowledged the due execution by them as Developer of the foregoing Declaration of Restrictive Covenants for Dogwood Mountain Estates for the purposes therein set forth.

WITNESS my hand and Notarial Seal, this the 11 day of June, 1985.



Paul S. Harper  
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT 7 1985  
BONDED UNDER GENERAL INS. UNDERWRITERS

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

The foregoing certificate of Paul S. Harper, a Notary Public, is certified to be correct. This instrument for registration and was duly recorded in this office in Book 277, page 87, Record of Deeds.

A This the 25 day of June, 1985, at 10:00 o'clock A.M.

Frank H. Israel  
Register of Deeds

By: \_\_\_\_\_  
Deputy Register of Deeds

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Prepared by:  
RAMSEY, HILL, SMART, RAMSEY  
& PRATT, P.A.  
By: Gayle E. Ramsey

SUPPLEMENTAL DECLARATION  
OF  
RESTRICTIVE COVENANTS  
FOR  
DOGWOOD MOUNTAIN ESTATES  
SECTION B, LOTS 1 - 16

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This Declaration (Supplemental Declaration) is made this  
11 day of June, 1985, by TOMMY R. ALSTON and his wife,  
CHARLENE H. ALSTON, (Developer).

Developer has recorded on the 25th day of June, 1985,  
in the office of the Register of Deeds for Transylvania County,  
North Carolina, in Deed Book 277, page 87, et. seq., a  
certain Declaration of Restrictive Covenants for DOGWOOD MOUNTAIN  
ESTATES, said Declaration of Restrictive Covenants subjects  
DOGWOOD MOUNTAIN ESTATES (the Development) to provisions thereof  
pursuant to an incremental plan of development and improvement.

NOW THEREFORE, Developer declares that:

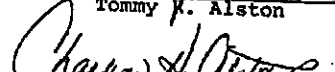
1. The Development includes all of the real property set  
forth in and described in the plat of Section B, Lots 1 - 16, of  
Dogwood Mountain Estates, recorded in the office of the Register  
of Deeds for Transylvania County, North Carolina, on the 30th  
day of May, 1985, in Plat File 2, Slide 367.

2. All of the real property described in the plat is held  
and shall be held, conveyed, hypothecated, encumbered, leased,  
rented, used, occupied and improved subject to the provisions of  
the Declaration hereinabove referred to as and for and to the  
extent applicable. The provisions of which said Declaration are  
incorporated herein by reference as fully as if written out  
verbatim herein.

3. Pursuant to the provisions of the Declaration of  
Restrictive Covenants, Lots 1 - 16 as shown on the plat recorded  
in Plat File 2, Slide 367, hereinabove referred to are  
designated single-family residential as to permitted use. The  
minimum number of square feet of fully enclosed floor area  
(exclusive of any roofed or unroofed porch, terrace, garage,  
carport or other areas not enclosed by the main structure) shall  
not be less than 900 square feet. Except with the express  
approval of Developer, in determining the amount of square  
footage contained within the enclosed floor area of a dwelling,  
there shall not be taken into consideration any area which is  
wholly or substantially below ground level.

IN WITNESS WHEREOF, Developer has executed this Supplemental  
Declaration, this 11 day of June, 1985.

  
Tommy R. Alston (SEAL)

  
Charlene H. Alston (SEAL)

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STATE OF FLORIDA,  
COUNTY OF Duval

I, Paul J. Hansen, a Notary Public in and for said  
County and State, do hereby certify that TOMMY R. ALSTON and his