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TRANSYLVANIA CO, NC FEE \$70.00
PRESENTED & RECORDED:

01-29-2014 03:53:15 PM

CINDY M OWNBEY
REGISTER OF DEEDS
BY: KARIN SMITH
DEPUTY REGISTER OF DEEDS

BK: DOC 683

PG: 384-409

AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND
CONDITIONS FOR STRAUS PARK

This Amendment to the Amended and Restated Declaration of Covenants, Restrictions, Easements and Conditions for Straus Park is made this 28th day of January, 2014, by STRAUS PARK MASTER ASSOCIATION, INC. (hereinafter sometimes referred to as "the Master Association").

W I T N E S S E T H:

THAT WHEREAS, on December 31, 1997, STRAUS PARK DEVELOPMENT COMPANY ("Declarant") recorded a set of covenants for Straus Park in the office of the Register of Deeds for Transylvania County, in Deed Book 426, page 341 ("the Original Declaration"), creating therein a general scheme of development for a mixed use planned community located within the City of Brevard, North Carolina; and

WHEREAS, the Original Declaration was amended on October 26, 1998, in an amendment which was recorded in the office of the Register of Deeds for Transylvania County in Deed Book 439, page 156; and

WHEREAS, in May, 2010, the Long Meadow acreage parcel together with other additional parcels located within Straus Park

were acquired by the Master Association from the Declarant in a deed containing special restrictions which were applicable to the land described in said deed which was recorded in the office of the Register of Deeds for Transylvania County on May 18, 2010, in Document Book 537, page 679; and

WHEREAS, the Original Declaration was again amended as of May 29, 2012, by the Amended and Restated Declaration of Covenants, Restrictions, Easements and Conditions for Straus Park which was recorded in the office of the Register of Deeds for Transylvania County on November 14, 2012, in Document Book 633, page 115, ("the Amended Declaration") which was subsequently corrected and rerecorded on December 6, 2012, in Document Book 635, page 554; and

WHEREAS, Section 11.1 of Article XI of the Amended Declaration states that the Amended Declaration shall not be amended unless more than sixty-seven percent (67%) of the qualified voting Owners affirmatively consent to such amendment, and Section 11.2 of Article XI states that Owners' Associations' covenants shall not be amended unless more than sixty-seven percent (67%) of the qualified voting Owners of that association vote affirmatively to effect such amendment; and

WHEREAS, more than sixty-seven percent (67%) of the qualified voting Owners in the Park Place, Southern Knoll (formerly known as Market Street and earlier as West Village), Townhome and Mountain Park Owners' Associations have given their

written consent to those amendments to the classification covenants which are applicable to their respective lot classifications which are incorporated in and form a portion of the classification covenants which are attached hereto, designated as Exhibit B and incorporated herein by reference, and not less than sixty percent (60%) of the members of the Owners' Board of each of the Straus Park Owners' Associations have affirmatively voted to adopt the new bylaws for each Owners' Association which are attached hereto, designated as Exhibit C and incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing, and pursuant to the provisions of Sections 11.1 and 11.2 of Article XI of the Amended Declaration, the Master Association hereby amends the Amended and Restated Declaration of Covenants, Restrictions, Easements and Conditions for Straus Park recorded in the office of the Register of Deeds for Transylvania County, in Document Book 633, page 115, as corrected and rerecorded in Document Book 635, page 554, by (1) deleting all of Exhibit B thereto and substituting in lieu thereof the revised Exhibit B which is attached hereto and incorporated herein by reference which contains, in addition to those lot covenants which are not being amended, those amendments to the lot covenants for the Park Place, Southern Knoll (formerly known as Market Street and earlier as West Village), Townhome and Mountain Park lot

classifications which have been consented to by more than sixty-seven percent (67%) of the qualified voting Owners in the Park Place, Southern Knoll, Townhome and Mountain Park Owners' Associations, and (2) by deleting the bylaws for the Straus Park Owners' Associations which were attached to the Amended Declaration as Exhibit C and substituting in lieu thereof the new bylaws which are attached hereto, designated as Exhibit C and incorporated herein by reference.

IN WITNESS WHEREOF, the Master Association has caused the due execution of the foregoing as of the day and year first above written.

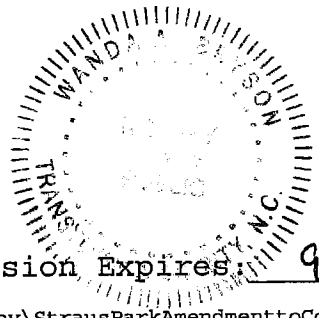
STRAUS PARK MASTER ASSOCIATION, INC.

By: Charles H. Butz
CHARLES H. BUTZ, President

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: CHARLES H. BUTZ.

WITNESS my hand and Notarial Seal, this the 28th day of January, 2014.



Wanda A. Bryson
Notary Public

Wanda A. Bryson
(Print or Type Name)

My Commission Expires: 9-29-18.

R:\Norma\Ramsey\StrausParkAmendmenttoCovenants

EXHIBIT "B"
CLASSIFICATION COVENANTS

**FIRST AMENDMENT TO DECLARATION OF
MOUNTAIN PARK HOMES LOT COVENANTS**

In addition to the provisions set forth in the Declaration, the following covenants are applicable to Lots in the above classification.

1. The Lots in this Classification shall only be used for residential purposes; and only one single family, detached dwelling (and other customary outbuildings approved by the ECC) and the Mountain Park Board shall be placed on each of these Lots. The Lot Owner is responsible for the acts of the occupants and users of the Owner's Lots.

2. The operation of a home office which does (i) not have clients or customers visiting the same. (ii) not cause any goods to be stored or warehoused on a Lot (e.g. on Amway distributorship). (iii) not have any external signage or indication of operation, thereof and (iv) not increase the flow of traffic in any appreciable manner, is considered to be a residential use. If the Straus Park Mountain Park Homes Owner's Association or the Master Association should, in accordance with the procedures of the same, determine that the operation of a Lot's home office constitutes a nuisance, it shall so notify the Lot Owner and such Owner shall immediately cease and desist therefrom.

3. Each Owner in the Mountain Park Homes Classification shall pay, upon being invoiced therefor, the Mountain Park Homes Assessments levied by the Straus Park Mountain Park Homes Owner's Association, in addition to the Straus Park Master Association Assessments.

4. The number of Plans approved for this Classification is quite limited. The Lot Owner in this Classification understands a uniformity of design and finishes is anticipated and the ECC may elect to allow no deviation therefrom.

5. While the City of Brevard right of way along the roadsides is to be maintained by the Straus Park Master Association, the Lot Owners within the Mountain Park Home Owner's Association shall take reasonable steps at all times to keep their Lots in slightly condition.

SECRETARY'S CERTIFICATION

I, *[Signature]*, being the Secretary of Mountain Park Home Owner's Association, do hereby certify that the foregoing Amendment was agreed to in writing by more than sixty-seven percent (67%) of the lot owners.

[Signature]
Print Name: LUTHER H. LAWING
Secretary of Mountain Park Home Owner's Association

STATE OF North Carolina, COUNTY OF Transylvania

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document in the capacity indicated:

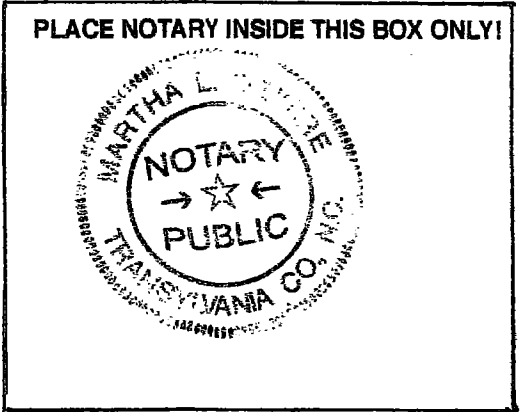
Luther H. Lawing

Date: 10/29/12

[Signature]
Notary Public

Martha L. DeLoire
Printed Name of Notary

My Commission Expires 02/10/2013



MOUNTAINSIDE HOMESITE LOT COVENANTS

In addition to the provisions set forth in the Protective Covenants, the following covenants are applicable to the above Classification.

1. The Lots in this Classification shall only be used for residential purposes; and only one single family, detached dwelling is permitted to be constructed on each of these Lots. The Lot Owner is responsible for the acts of the occupants and users of the Owner's Lots.
2. The operation of a home office which does (i) not have clients or customers visiting the same, (ii) not cause any goods to be stored or warehoused on a Lot (e.g. on Amway distributorship), (iii) not have any external signage or indication of operation, thereof and (iv) not increase the flow of traffic in any appreciable manner, is considered to be a residential use. If the Straus Park Mountainside Homesite Owner's Association or the Master Association should, in accordance with the procedures of the same, determine that the operation of a Lot's home office constitutes a nuisance, it shall so notify the Lot Owner and such Owner shall immediately cease and desist therefrom.

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

Prepared by: The Neumann Law Firm, PLLC
9 Park Place West, Ste., Brevard, NC 28712

PARK PLACE LOT COVENANTS

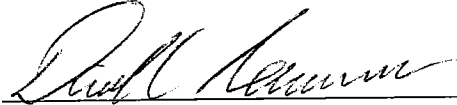
In addition to the provisions set forth in the Declaration, the following covenants are applicable to the above Classification.

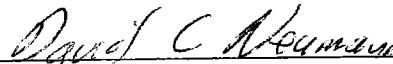
1. Lots in this Classification shall be only used for those business and commercial uses that are approved by the Master Association in writing. No adult bookstore, illicit drug paraphernalia store, entertainment facility showing sexually explicit material or business representing itself as primarily being a nightclub, bar or saloon shall be permitted to operate in Straus Park. The businesses operating in this Classification are intended to be reasonably usable by the residents of Straus Park and their guests.
2. Each Owner in the Park Place Classification shall pay, upon being invoiced therefore, the Park Place Assessments to the Straus Park/Park Place Property Owners Association, Inc., which amount is in addition to the Assessments payable to the Master Association. Park Place Assessments shall be billed quarterly.
3. All signage (including content, size, color and material) must be in conformity with applicable ordinances and must be approved by the ECC. Wherever possible, single signs with multiple face plates shall be used in order to reduce the number of free-standing signs.
4. On-street parking shall be regulated by the ECC, the Straus Park/Park Place Property Owners Association, Inc. and the Master Association, as permitted by law. Parking spaces shall be reasonable striped and maintained by the Straus Park/Park Place Property Owners Association, Inc., and shall conform with all governmental regulations.
5. Any food service facilities operating in the Classification must have an "A" Sanitation Rating. Should a lower Sanitation Rating be assessed and the "A" Sanitation Rating not

restored by the next inspection, the Master Association shall have the right to demand the cessation of all restaurant operations until an "A" Sanitation Rating is restored; and upon such demand, such food service operations shall promptly cease.

SECRETARY'S CERTIFICATION

I, DAVID C. NEUMANN, being the Secretary of Park Place Property Owners Association, Inc., do hereby certify that the foregoing Amendment was agreed to in writing by more than SIXTY-SEVEN (67%) PERCENT of the business lot owners.

 (SEAL)

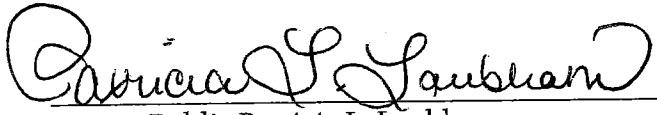

Print Name/Secretary
Park Place Property Owners Association, Inc.

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

I, PATRICIA L. LAUBHAM, the undersigned Notary Public of the County and State aforesaid, certify that DAVID C. NEUMANN has personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal this 4th day of June, 2013.




Notary Public Patricia L. Laubham
My Commission Expires: March 10, 2016

Southern Knoll Covenants

In addition to the provisions set forth in the Declaration, the following covenants are applicable to the above Classification.

1. Lots in this Classification shall be only used for those business and commercial uses that are approved by the Master Association in writing. No adult bookstore, illicit drug paraphernalia store, entertainment facility showing sexually explicit material or business representing itself as primarily being a nightclub, bar or saloon shall be permitted to operate in Straus Park. The businesses operating in this Classification are intended to be reasonably usable by the residents of Straus Park and their guests.
2. Each Owner in the Southern Knoll Classification shall pay, upon being invoiced thereof, the Southern Knoll Assessments to the Southern Knoll Owners Association, which amount is in addition to the assessments.
3. All signage (including content, size, color and material) must be in conformity with applicable ordinances and must be approved by the ECC. Wherever possible, single signs with multiple face plates shall be used in order to reduce the number of free-standing signs.
4. On-street parking shall be regulated by the ECC, the Southern Knoll Owners Association and the Master Association, as permitted by law. Parking spaces shall be reasonably striped and maintained by the Southern Knoll Owners Association and shall conform to all governmental regulations.
5. Any food service facilities operating in the classification must have an "A" Sanitation Rating. Should a lower Sanitation Rating be assessed and the "A" Sanitation Rating not restored by the next inspection, the Master Association shall have the right to demand the cessation of all restaurant operations until an "A" Sanitation Rating is restored; and upon such demand, such food service operations shall promptly cease.
6. If a Majority of owners in this Classification so elect, then the Southern Knoll Owners Association shall serve as a merchants association, and shall perform the functions customarily attendant thereto. In such event, all occupants of Lots in this Classification must belong thereto and pay and dues assessed thereby, in addition to, or as a part of the Southern Knoll Owners Association Assessments. Further, in such event, the Southern Knoll Owners Association may provide for common promotional activities and other activities to promote the businesses located within the Classification; and may elect to have its dues collected by the Master Association as a part of the Assessments. In either event, the failure to pay the dues shall be a breach of the Declaration and shall be enforceable in the same manner as the other Assessments.

SECRETARY'S CERTIFICATION

I, Rebecca Jean Frankwicz, being the Secretary of ~~Mountain Park~~ Southern Knoll Home Owner's Association, do hereby certify that the foregoing Amendment was agreed to in writing by more than sixty-seven percent (67%) of the lot owners.

Rebecca Jean Frankwicz
Print Name: Southern Knoll
Secretary of ~~Mountain Park Home~~ Owner's Association

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document in the capacity indicated:

[Signature]

Date: 3/5/13

Elaine C. Gamble
Notary Public

Elaine C. Gamble
Printed Name of Notary

My Commission Expires 10/28/17

PLACE NOTARY INSIDE THIS BOX ONLY!

Elaine C Gamble
Notary Public
Henderson County
North Carolina

STRAUS RIDGE CONDOMINIUM RULES and REGULATIONS

In order to afford all residents of Straus Ridge Condominium a congenial community, permanent in nature, the Board of Directors of Straus Ridge Association, Inc. (the Association") pursuant to authority contained in the Bylaws of the Association have adopted the following rules and regulation. These rules and regulations are designed to help make life more pleasant for everyone in Straus Ridge Community. All Unit Owners, their families, tenants and guests shall abide by the following rules and regulations:

APPEARANCE

1. No entrance, stairway, building exterior (including doors and windows:) or any other portion of the Common Elements shall be decorated, painted, altered or changed in any way by any unit owner or occupant without the prior written consent of the Board of Directors of the Association. Privacy shades of any type shall not be installed on any porch, patio or deck without the prior written consent of the Board of Directors of the Association.
2. No article shall be placed in the entrances or stairways nor shall anything be hung or shaken from the balconies or patios. No clothing or other articles shall be hung in the Common Elements or on any portion of any balcony, deck or patio. No clothes lines shall be permitted outside the unit.
3. Each unit owner shall keep his unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from, or from the doors, windows, balconies or patios thereof, any dirt or other substance. Unit Owners shall maintain in good condition and repair all interior surfaces and fixtures in their units.
4. Any blinds or window treatments visible from the outside that are other than white must have prior written approval of the Board of Directors.
5. Except as provided below, no radio or television antennas, satellite dish or other reception device shall be attached to or hung from the exterior of any building including the roof without the prior written approval of the Board of Directors. Any such device erected on the roof or exterior of any building by any unit owner is subject to removal without notice. Satellite dishes no larger than 18 inches in diameter may be allowed to be attached to any unit, provided the number of such dishes and the color and exact location of any such dish must be approved, in writing, by the directors of the Association and the location of any such dish may not be changed. Any such dish that is not actively being used for television reception must be removed. Upon removal, the owner of the dish will repair any damage.
6. No owner shall do any painting or decorating, of the exterior of his unit or any building or make any alterations or construct any improvements to the exterior of the buildings or any of the Common Elements without prior written approval of the Board of Directors.

7. Sidewalks, entrances, passages, roads and parking areas shall not be used as play areas and shall be kept clear and passable at all times.

8. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner or occupant of any unit on any part of the outside or inside (if visible from the outside) of his unit without the prior written consent of the Board of Directors of the Association. Any sign, advertisement, notice or lettering so displayed in violation of this regulation shall be subject to removal without notice.

9. No awnings or other projections shall be attached to the outside walls of the building and no other modifications shall be permitted to the exterior of any building without the prior written consent of the Board of Directors of the Association

10. All garbage and refuse must be taken to the common dumpster. No trash cans shall be placed, kept or maintained outside any unit.

11. No new planting or changes in the existing planting or landscaping may be made without prior written consent of the Board of Directors of the Association.

12. No garbage cans, supplies of any type, milk bottles or other articles shall be placed or kept in or upon the Common Elements.

PARKING AND STORAGE

1. No bicycles or similar vehicles or other personal articles shall be stored in the entrances, stairways or Common Elements of the buildings except as approved in writing by the Board of Directors of the Association.

2. No vehicle belonging to any unit owner, a member of his family, guest, or tenant of an owner shall be parked in such manner to impede or prevent ready access to the remaining parking areas. The Unit Owners, visitors, licensees and the Unit Owners' families will obey the posted parking regulations and any other traffic regulations published in the future for the safety, comfort and convenience of the Unit Owners.

3. The Board of Directors may, in its discretion, elect to assign specific parking spaces to specific units, and if parking places are so assigned, each unit owner will be bound by such decision and will abide by such rules and regulations as may be established in such regard.

4. No boats, trailers, campers, recreational vehicles, buses, travel trailers, tents, boat trailers, mini bikes or other such items shall be parked or stored in parking areas or any other part of the property. No trucks larger than a van or pickup truck will be parked on any parking areas of the property and if such van or pickup truck is used for any commercial purpose, it shall have no outside equipment or unsightly material.

GARAGES

1. Garages shall be used only for the parking of standard passenger automobiles, vans, pickup trucks and motorcycles and for the storage of other personal property. All garages shall be kept in a neat and orderly appearance. Garages may not be used in any manner as a living area. No person shall be allowed to reside in any garage. Garage doors shall at all times be kept closed.

DISTURBANCES

1. No owner shall make or permit any noises that will disturb or annoy the occupants of the buildings or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other owners. PLEASE BE CONSIDERATE OF YOUR NEIGHBORS. EXCESSIVE NOISE FROM PARTIES, STEREOs, TV, ETC., CAN RUIN OUR FINE COMMUNITY. No owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or musical instrument, or other electrical device designed for the transmission and reproduction of sound, in any unit between the hours of 10:30 p.m. and the following 8:00 am., if the same shall disturb occupants of other units. No unit, owner or occupant of any unit shall give nor permit to be given vocal or instrumental instruction at any time in his unit if complaint shall be made by an adjoining unit owner because of sound emissions.

2. No discharge of firearms or fireworks shall be permitted on any part of the Condominium.

UTILITIES

1. Water closets (commodes) and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed nor shall any sweeping, rubbish, rags, paper, ashes, or any other article be thrown into same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the owner in whose unit it shall have been caused.

2. No owner shall interfere in any manner with any portion of the common lighting apparatus in or about the buildings.

3. All Unit Owners must insure that a temperature of at least 55 degrees is maintained in their unit throughout the cold season in order to prevent freezing of pipes.

4. Unit Owners shall promptly pay all bills for utilities metered separately to their units.

5. All plumbing and electrical repairs within a unit shall be the responsibility of the owner of that unit and shall be paid for by such owner.

No animals, livestock, or poultry of any kind may be raised, bred or kept on any part of the Property, or Condominium except for small household pets, one dog and/or cat not to exceed 30 pounds. Exception- must have prior written approval of the Board of Directors. Such may be kept by their respective owners only, in their respective units, provided that they are not kept,

bred or maintained for any commercial purposes and do not endanger the health of or, in the sole discretion of the Board of Directors of the Association, unreasonably disturb the owner of any unit or any resident thereof. All pet owners shall be responsible for exercising such care and restraint as is necessary to prevent their pet from being or becoming obnoxious or offensive on account of noise, odor, unsanitary conditions or other nuisance. Dogs outside units must be kept on a leash, and owners are responsible for picking up excrement. No savage or dangerous animal shall be kept or permitted on the property or in any unit, No pets may be permitted to run loose upon the Common Elements and any unit owner who causes or permits any animal to be brought or kept upon the Condominium. Property shall indemnify and hold harmless the Association for and from any loss, damage or liability which it sustains as a result of the presence of such animal upon the Condominium Property.

GENERAL

1. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; further, no use shall be made which would be in violation of any federal, state, county or municipal law, statute, ordinance, or administrative rule, or which would be injurious to the reputation of the condominium.
2. Unit Owners shall be held responsible for the actions of their children, guests, invitees and their pets.
3. The Association assumes no liability for nor shall it be liable for any loss or damage to articles left or stored in the Common Elements.
4. Sidewalks and entrances must not be obstructed and shall not be used for any purpose other than ingress, egress and regress to and from the premises.
5. The washing of cars or any other type vehicle on any part of the Condominium property is absolutely prohibited.
6. Major vehicle maintenance or repair is not permitted on any part of the Condominium Property.
7. No unit owners or residents shall direct, supervise or in any manner attempt to assert any control over any employees of the Association or the Managing Agent.
8. In the event of a Management Agreement between the Association and a Managing Agent, routine enforcement of these rules and regulations, shall be the responsibility of the Board of Directors and the Managing Agent and they shall have full responsibility to implement and apply the rules and regulations in accordance with established procedure.
9. Any consent or approval given under these community rules by the Board of Directors of the Association shall be revocable at any time.

10. Complaints regarding the service of the buildings and grounds or regarding actions of other owners shall be made in writing to the Management Company and sent to:

**Deer Ridge Property Management
7737 Greenville Highway
Brevard, NC 28712
(828) 862-8134
www.DeerRidgePM.com**

11. No charcoal grills will be permitted under covered porches.

**FIRST AMENDMENT TO
DECLARATION OF TOWNHOME
LOT COVENANTS**

In addition to the provisions set forth in the Declaration, the following covenants are applicable to the above Classification.

1. The Lots in this Classification shall only be used for residential purposes. The residences shall be for single family occupancy only, but may be attached or detached, including row townhouses. Residences in this Classification are part of a planned unit development project, within Straus Park. The Lot Owner is responsible for the acts of the occupants and users of the Owner's Lots.
2. The operation of a home office which does (i) not have clients or customers visiting the same, (ii) not cause any goods to be stored or warehoused on a Lot (e.g. an Amway distributorship), (iii) not have any external signage or indication of operation, thereof and (iv) not increase the flow of traffic in any appreciable manner, is considered to be a residential use. If the Straus Park Townhome Owner's Association or the Master Association should, in accordance with the procedures of the same, determine that the operation of a Lot's home office constitutes a nuisance, it shall so notify the Lot Owner and such Owner shall immediately cease and desist therefrom.
3. Each Owner in the Townhome Classification shall pay, upon being invoiced therefor, the Townhome Assessments levied by the Straus Park Townhome Owner's Association, which is in addition to the Assessments.
4. Except to a licensed general contractor who is purchasing a Lot to construct a residence thereon and to sell the same, no Lot in this Classification shall be sold without a residence already constructed thereon or pursuant to a contract of sale which includes the construction of a residence as a part thereof. The number of Plans approved for this Classification is quite limited. The Lot Owner in this Classification understands a uniformity of design and finishes is anticipated and the ECC may elect to allow no deviation therefrom.
5. While the Townhome Common Elements are to be maintained by the Straus Park Townhome Owner's Association, the Lot Owners within this Classification shall take reasonable steps at all times to keep the non-PUD Element portions of the Lot in sightly condition.

SECRETARY'S CERTIFICATION

I, Mary Kathryn Fisher, being the Secretary of Straus Park Townhome Owner's Association, do hereby certify that the foregoing Amendment was agreed to in writing by more than sixty-seven percent (67%) of the lot owners.

MARY KATHRYN FISHER
Print Name:
Secretary of Straus Park Townhome Owner's Association

STATE OF North Carolina, COUNTY OF Henderson

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in the capacity indicated: Elaine Gamble

Date: 2/26/13

Elaine C Gamble
Notary Public

PLACE NOTARY SEAL INSIDE THIS BOX ONLY!

Elaine C Gamble
Notary Public
Henderson County
North Carolina

Elaine C Gamble
(Printed Name of Notary)

My Commission Expires: 10/28/17

EXHIBIT C

BYLAWS OF STRAUS PARK OWNER'S ASSOCIATIONS

ARTICLE 1

GENERAL MATTERS

Section 1: All terms defined in the Declaration to which these Bylaws are attached, shall be deemed similarly defined herein and shall be used without further definition.

Section 2: These Bylaws are intended to serve as the Bylaws for each Owner's Association. While the above caption does not make reference to a particular Owner's Association, these Bylaws are those of each separate Owner's Association and shall govern each Owner's Association, to the same extent as if the caption was Bylaws of Straus Park Mountainside Homesite Owner's Association, Southern Knoll Owner's Association, Straus Park Townhome Owner's Association, Straus Park Place Owner's Association and Straus Park Mountain Park Homes Owner's Association. While these Bylaws are to be used by all Owner's Associations, except as may be otherwise set forth hereafter, each Owner's Association shall operate and act separately and independently from each other. Each Owner's Association may, but need not, be incorporated as a non-profit corporation pursuant to N.C.G.S. 55A.

Section 3: The provisions of these Bylaws are applicable to the respective Classification's Lots and the occupancy and use thereof.

Section 4: All Owners, invitees, licensees, tenants, agents, or their employees of any other person that occupies or uses any property in the Classification in any manner, are subject to the provisions of these Bylaws and to the Rules and Regulations adopted, from time to time, pursuant hereto.

Section 5: The acquisition, rental, occupancy or use of any Lot in the Classification shall constitute acceptance of these Bylaws, the Declaration, the Rules and Regulations and amendments thereto and an agreement to comply therewith.

Section 6: The Owner's Association shall have the responsibility of administering the Lots in such Association's Classification, subject at all times to the control of the Master Association. The Owner's Associations are intended to act as a representative of the Classification's Owners to the Master Association, and to take care of routine non-legal matter which do not affect Straus Park in general. Notwithstanding the foregoing, in the PUD Classifications, the Owner's Board shall have the responsibility and authority to make the PUD Assessments and provide for the Maintenance of the PUD Elements therein.

ARTICLE II

Voting, Majority of Owners, Quorum, Proxies

Section 1: Voting shall be based on Lot ownership (one Lot-one vote). Where a Lot is owned by more than one person or entity, such persons or entities shall designate, by agreement in writing filed with the Owner's Board of the Owner's Association, the person entitled to cast the vote for the Lot.

Section 2: As used in these Bylaws, the term "Owner" refers to an Owner of a Lot in the applicable Classification (e.g. a Mountainside Homesite Lot Owner, a Southern Knoll Lot Owner, etc.).

Section 3: Except as otherwise provided in these Bylaws, the presence in person or by proxy of a Majority of Owner's at any meeting shall constitute a quorum.

Section 4: Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of any meeting.

Section 5: In the event of deadlock between conflicting interests, the same shall be resolved by mediation. If no formal mediation procedure exists, each interest shall appoint a mediator, a third mediator shall be appointed by the Master Association and the majority decision of the three mediators shall be binding.

ARTICLE III

Administration

Section 1: The Owner's Association, acting through the Owner's Board shall advise the Master Association regarding the administration of the Owner's Board's Classification. The Master Association's Directors may, from time to time, delegate its powers to manage and enforce the Declarations to the Owner's Board in its Classification. Except as otherwise provided, decisions and resolutions of the Owner's Association shall require approval by its Owner's Board.

Section 2: Meetings of the Owner's Association shall be held at the principal office of Straus Park or such other suitable place convenient to the Owners as may be designated by the Owner's Board.

Section 3: The annual meetings of the Association shall be held within the first 15 days in November of each succeeding year. All annual meetings will be completed by November 16th. At such meetings the Owner's Board shall be elected by ballot of the Owners, in accordance with the requirements of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

Section 4: The President shall call a special meeting of the Owners, if so directed by a resolution of the Owner's Board or by a petition signed by a not less than one-third of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice thereof, unless by consent of Owners having the right to cast eighty percent of such Classification's votes.

Section 5: The Secretary shall provide a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held to each Owner at least ten (10) but not more than sixty (60) days prior to such meeting. Notice of the meeting should be sent to all Lot Owner's, postage prepaid, or hand delivered to the Owner's address within Straus Park, or at such other address as an Owner shall have specified to the Owner's Association in writing. A notice mailed shall be deemed delivered the earlier of actual delivery or third day following mailing.

Section 6: Robert's Rules of Order shall be used at all meetings of Owners. The order of business at all meetings of the Owners shall be as follows, unless otherwise agreed:

- a. Roll Call
- b. Proof of Notice of Meetings or Waiver of Notice
- c. Reading of minutes of preceding meeting
- d. Reports of Officers
- e. Reports of Committees
- f. Election of Directors (when so required)
- g. Unfinished business
- h. New business

Section 7: The Owner's Association shall make available, within a reasonable time, upon request, copies of the Declaration, these Bylaws, and the Rules to Owners and Holders. Additionally, the ECC will do likewise with the Design Manual. Owners and Holders should be advised that these documents are available on line. In the event the Owner's/Holder's demand the documents in hard copy, they will be made available at nominal cost. In any event, the ECC will make the appropriate Design Manual available in hard copy at the time the appointment is made for the first ECC review.

Section 8: While the Master Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, the Owner's Board shall make the Master Association aware of the wishes of the Owners with respect thereto. In the event of a taking or acquisition of part of all the Common Areas by a condemning authority, the award or proceeds of

settlement shall be payable to the Master Association, for the use and benefit of the Owners as required by the Declaration.

ARTICLE IV

Board of Directors

Section 1: The affairs of the Owner's Association shall be governed by the Owner's Board, which shall be composed of not less than three persons nor more than five persons. Each member of the Owner's Board shall be either the owner of a Lot, have an interest therein, or be proposed by one of the foregoing.

Section 2: The Owner's Board shall have the powers and duties necessary for it to perform the acts set forth in Article 1 Section 6 above, to advise the Master Association in its administration of the affairs of the Owner's Association's Classification and may do all such acts and things as are approved by the Master Association, which are not by law prohibited or by these Bylaws directed to be done by someone else. In addition, the Owner's Association shall serve as the governing body of the Classification, with the power to do all things necessary to perform such function, unless prohibited hereby, and subject at times to the control of the Master Association.

Section 3: At the first annual meeting of the Owner's Association, the Owner's Board shall be elected with the term of office of at least one director being fixed to expire upon the date of the second annual meeting of the Owner's Association, at least one fixed to expire upon the date of the third annual meeting and one on the fourth annual meeting of the Owner's Association thereafter if possible. No director shall be elected for longer term than three years unless re-elected. At the expiration of the initial term of office each respective director, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors have been elected.

Section 4: Vacancies on the Owner's Board caused by any reason other than the removal of a director by a vote of the Owner's Association shall be filled by vote of the majority of the then remaining directors even though they may constitute less than a quorum; and each person so elected shall be director until a successor is elected at the next annual meeting of the Owner's Association.

Section 5: At any regular or special meeting of the Owner's Association duly called, any one or more of the directors previously elected by the Owners may be removed, with or without cause, by a majority of the Owners; and their successors may then and there be elected by a Majority of the Owners to fill the vacancy thus created. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 6: The first meeting of a newly elected Owner's Board shall be held within ten (10) days of election, at such place as shall be fixed by the directors at the meeting at which such

directors were elected, an no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, providing a majority of the Owner's Board shall be present.

Section 7: Regular meetings of the Owner's Board may be held at such time and place as shall be determined, from time to time, by a majority of directors. Notice of regular meetings of the Owner's Board shall be given to each director, personally or by mail, telephone or email, at least ten (10) days prior to the date named for such meeting.

Section 8: Special meetings of the Owner's Board may be called by the President of the Owner's Association on three (3) days notice to each director given personally or by mail, telephone or email, which notice shall state the time, place (as hereinabove provided) and purpose of meeting. Special meetings of the Owner's Board shall also be called by the President or Secretary in like manner and on like notice upon the written request of a majority of the Owner's Board directors. Except for what is set forth in the notice of the special meeting, nothing shall be considered, unless consented to at the meeting by at least two thirds of all elected directors.

Section 9: At all meetings of the Owner's Board, a majority of the directors then in office shall constitute a quorum for the transaction of business. At any meeting of the Owner's Board there be less than a quorum present, the majority of those present may adjourn the meeting for time to time. At any such adjourned meeting, and business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10: No member of the Owner's Board shall receive any compensation for serving in said capacity, nor shall the expenses of meeting be borne by the Owner's Association.

ARTICLE V

Officers

Section 1: The principal offices of the Owner's Association shall be President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Owner's Board. The Owner's Board may appoint an Assistant Treasurer and an Assistant Secretary and such officers as in their judgment may be necessary.

Section 2: The officers of the Owner's Association shall be elected annually by the Owner's board at the organization meeting of each new Owner's Board, and they shall hold office at the pleasure of the Owner's Board.

Section 3: Upon affirmative vote of a majority of the members of the Owner's Board, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Owner's Board or at any special meeting of the Owners Board called for such purpose.

Section 4: The President shall be the Chief Executive Officer of the Owner's Association. The president shall also serve as a Director of the Master Association except for Southern Knoll and Park Place. Their directors shall be appointed by these commercial enterprises by notice thereof provided to the Master Association. The President shall preside at all meetings of the Owner's Association and of the Owner's Board and shall have all of the general powers and duties which are usually vested in the office of President of an association, including but not limited to the powers to appoint committees from among the Owners from time to time.

Section 5: The Vice President shall take the place of the President and perform such duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Owner's Board shall appoint some other members of the Owner's Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated by the Owner's Board. Notwithstanding the foregoing, the Vice President shall not take the place of the President as a Master Association Director in the temporary absence of the President.

Section 6: The Secretary shall keep the minutes of all meetings of the Owner's Board and the minutes of all meetings of the Owner's Association; shall have charge of such books and papers as the Owner's Board may direct, and shall, in general, perform all the duties incident to the office of Secretary.

Section 7: The Treasurer shall have responsibility for any Owner's Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Owner's Association, and shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Owner's Association, in such depositories as may from time to time be designated by the Owner's Board.

Section 8: All agreements, contracts, deeds, leases, checks, notices and other instruments to be executed on behalf of the Owner's Association shall be executed by any two officers (for the purposes hereof, an attesting officer shall be deemed an executing officer) of the Owner's Association. In no event shall any such document only be signed by one signatory.

Section 9: No officer shall receive any compensation for serving in said capacity, nor shall the expenses of meetings be borne by the Owner's Association.

ARTICLE VI

Fiscal Management of the Association

Section 1: While the ultimate responsibility for the collection and handling of Assessments and funds is that of the Master Association, the Owner's Association may be delegated the responsibility for some or all the Classification's funds, or may be authorized by the Owners to impose and collect

dues or other charges. Reasonable and prudent measures in the receipt, disbursement, and record-keeping shall be employed at all times by the Owner's Association in the care of funds. While not anticipated, in the event any insurance or condemnation proceeds are received by the Owner's Association as a result of a taking or an insured casualty, it shall receive and disburse the same as a trustee for the benefit of the affected Owners. Further, in each of the PUD Classification, the Owner's Board thereof shall levy the PUD Assessment therein, and shall receive and disburse funds in accordance with the provisions of Article V Section 1 of the Bylaws (not the Owner's Bylaws); except that references therein to Directors shall mean the directors of the Owner's Board, and the reserve shall be for the repairs and replacements for the PUD Elements in such Classifications and not of the Common Areas.

ARTICLE VII

Liability of Officers and Directors of the Owner's Association

Section 1: The directors and the officers of the Owner's Association shall not be liable to Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the said officers and the directors against all contractual liability to others arising out of contracts made by the said officers or the directors on behalf of the Owner's Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declarations or of these Bylaws. It is intended that the said officers and the directors shall have no personal liability with respect to any contract made by them on behalf of Straus Park. If the directors so elect, they may purchase an insurance policy to indemnify themselves and said officers from liability arising out of such service.

ARTICLE VIII

Amendment

Section 1: These Bylaws may be amended by the affirmative vote of not less than sixty percent (60%) of the Owner's Board or by the affirmative vote of not less than seventy five percent (75%) of the Owner's of the Lots in such classification. No amendment hereof shall occur without notice of the proposed amendment being provided in the notice of the meetings at which such amendment is to be considered.