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**AMENDED AND RESTATED  
DECLARATION OF  
RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR RIDGE HAVEN**

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FOR RIDGE HAVEN**

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**AMENDED AND RESTATED  
DECLARATION OF  
RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR RIDGE HAVEN**

**NOTE: THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF  
POLITICAL SIGNS.**

This Amended and Restated Declaration is made and entered into this 12th day of June, 2013, by **RIDGE HAVEN, INC.**, a North Carolina corporation, sometimes hereinafter referred to as "Declarant" or "Developer."

**WITNESSETH:**

THAT, WHEREAS, Declarant has heretofore executed and recorded in the office of the Register of Deeds for Transylvania County a Declaration of Restrictive and Protective Covenants dated March 7, 1979, recorded in Deed Book 246, page 728, an amendment thereto recorded in Deed Book 253, page 550, a supplemental declaration thereto recorded in Deed Book 432, page 48, an amendment thereto recorded in Document Book 403, page 243, and an amendment thereto recorded in Document Book 574, page 201; and

WHEREAS, said Declaration has again been amended by the affirmative vote of a majority of the Board of Directors of Declarant as provided in said Declaration; and

WHEREAS, Declarant wishes to amend and restate the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, Declarant does hereby amend the Declaration by revoking and replacing the Declaration and all prior supplemental declarations and amendments thereto in their entirety, *insofar as they may be applicable to the properties described in Exhibit "A,"* with this Amended and Restated Declaration of Restrictive and Protective Covenants for Ridge Haven.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit "A" attached hereto and any additional property as may by subsequent amendment or supplemental declaration be added to and subjected to this Declaration 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 owners 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.

## **ARTICLE IA DEFINITIONS**

To the extent that the words used in this Declaration are used in the Bylaws, they shall have the same meaning as set forth in the Declaration, unless the context otherwise requires, however, the following definitions shall prevail:

**SECTION 1. Area of Common Responsibility** means and refers to the Common Area, together with those areas upon a lot, the maintenance, repair or replacement of which is the responsibility of the Association.

**SECTION 2. Association** means and refers to the Association of all of the owners of lots in the development known as Ridge Haven, said Association being known as RIDGE HAVEN PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

**SECTION 3. Board of Directors or Board** means the Board of Directors of RIDGE HAVEN PROPERTY OWNERS ASSOCIATION, INC.

**SECTION 4. Bylaws** means the Bylaws of RIDGE HAVEN PROPERTY OWNERS ASSOCIATION, INC., and subsequent amendments thereto.

**SECTION 5. Common Elements, Common Area or Common Areas and Facilities**, means and includes all real property and all tangible personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the owners including all tangible personal property required for the maintenance and operation of other property owned, maintained or operated by the Association.

**SECTION 6. Common Expenses** means and includes (1) all expenses incident to the administration, maintenance, repair and replacement of the common elements, and any other areas included within the area of common responsibility, after excluding therefrom any and all expenses which are the responsibility of a lot owner; (2) all expenses determined by the Association to be common expenses which shall include the actual and estimated expenses of operating the Association, both for general and parcel purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association; and (3) all sums lawfully assessed against each lot or unit owner by the Association.

**SECTION 7. Declarant or Developer** means RIDGE HAVEN, INC., its successors and assigns.

**SECTION 8. Declaration** means this Amended and Restated Declaration of Restrictive and Protective Covenants for Ridge Haven, as the same may be supplemented or amended from time to time.

**SECTION 9. Development or Community** (also sometimes hereinafter referred to as the "Property" or "Properties") means and refers to Ridge Haven Development, which encompasses all of the real property described in the Declaration or which has been submitted to the terms of the

Declaration by any amendments or supplemental declarations thereto appearing of record in the office of the Register of Deeds for Transylvania County, North Carolina.

**SECTION 10. Dwelling** means a building constructed for residential purposes only.

**SECTION 11. Eligible Mortgage Holder** shall mean a holder, insurer, or guarantor of a first mortgage on a lot who has requested notice of certain matters from the Association as provided for in the Bylaws.

**SECTION 12. Eligible Votes** means those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

**SECTION 13. General Assessment** means the assessments levied to fund expenses applicable to all members of the Association.

**SECTION 14. Improvements** means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, landscaping, planting, trimming and removal of trees, shrubs and other vegetation, antennae, and any other structure of any type or kind.

**SECTION 15. Lessee** means any person, including Declarant, who holds leasehold title to any lot under the terms of a ninety-nine (99) year lease.

**SECTION 16. Lessor** means RIDGE HAVEN, INC., or its successors or assignees.

**SECTION 17. Lot** means a portion of the Properties other than the common area intended for any type of independent ownership and use as may be set out in the Declaration and as may be shown on the plats of survey referred to in the Declaration and any amendments or supplemental declarations thereto appearing of record.

**SECTION 18. Majority** means those eligible votes, owners, or other groups (as the context may require) totaling more than fifty percent (50%) of the total eligible number.

**SECTION 19. Member** means and refers to a person or entity entitled to membership in the Association, as provided in this Declaration and in the Bylaws.

**SECTION 20. Mortgage** means any mortgage, deed of trust, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

**SECTION 21. Mortgagee** means a beneficiary or holder of a deed of trust, as well as a mortgagee.

**SECTION 22. Mortgagor** means the trustor of a deed of trust, as well as a mortgagor.

**SECTION 23. Occupant** means any person or persons in possession of a lot or any part thereof.

**SECTION 24. Owner** means and refers to one or more persons or entities, including the Declarant, who hold the record title to any lot which is part of the Properties or an interest in a ninety-nine (99) year lease for any such lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a lot is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the owner. If a lot is leased under ninety-nine (99) year lease, the owner of the leasehold interest will be considered the owner.

**SECTION 25. Person** means an individual, firm, corporation, partnership, association, trustee, or other legal entity.

**SECTION 26. Plat** means the maps or plats of Ridge Haven as they are from time to time recorded.

**SECTION 27. Parcel** means any tract of land that is described or delineated on a plat.

**SECTION 28. Property or Properties** means and refers to the real property described in the Declaration or which has been submitted to the terms of the Declaration by any subsequent amendment or supplement declaration thereto appearing of record in the office of the Register of Deeds for Transylvania County, North Carolina.

**SECTION 29. Single-Family Dwelling** means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than four adult persons not so related, together with his/her or their domestic servants, maintaining a common household in such dwelling. Not more than one single-family dwelling may be constructed, erected or situated on any lot.

**SECTION 30. Subsequent Amendment or Supplemental Declaration** means and refers to an amendment to the Declaration which adds additional property to that covered by the Declaration or changes the permissible use of any other property then owned by Developer which has already been previously subjected to the provisions of this Declaration. Such subsequent amendment or supplemental declaration may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that amendment to the provisions of this Declaration, or modify or limit the extent to which the provisions of this Declaration shall be applicable to such additional or other property.

## **ARTICLE 1B LAND USE, BUSINESS ACTIVITIES AND STRUCTURE TYPE**

A. **Land Use.** Lots and parcels in the Development may be designated in supplemental declarations 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 provisions are contained herein, the same may be set forth in such supplemental declarations. In the event that any lot is conveyed or leased without reference to a supplemental declaration as to its permissible use, the permissible use thereof shall be deemed to be Single-Family Residential as is defined herein.

B. **Business Activities.** No trade or business may be conducted on or from any lot; except that an owner or occupant residing on a lot may conduct business activities within the dwelling located on such lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve door-to-door solicitation of residents of the Properties; (d) the business activity does not have an appreciable impact on the normal flow of motorized or pedestrian traffic into or out of the community; and (e) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to



persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefor. Notwithstanding the above, the leasing of a lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Declarant with regard to its development and sale of the Properties or its use of any lots or parcels which it owns within the Properties.

C. Structure Type. Each dwelling constructed, erected or situated on a lot shall have a 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 contain not less than 1,000 square feet of fully enclosed heated floor area at ground level, and in the case of two or more story buildings, shall contain not less than 800 square feet of fully enclosed heated floor area on the main floor at ground level. However, the Architectural Control Committee hereinafter provided for in this Declaration may grant variances from these square footage requirements when in its judgment the topography of a lot and the location of setback lines make it impractical or impossible to construct on such lot a building which conforms to the minimum square footage requirements set out herein.

## ARTICLE 2 ARCHITECTURAL CONTROL COMMITTEE

### A. Architectural Control Committee.

In order to ensure that all houses and other structures and improvements are of appropriate size and harmonious design, properly located in relationship to neighboring structures and adapted to the terrain of each lot, the Architectural Control Committee shall have full architectural control in order to achieve these objectives. Accordingly, the Board of Directors of the Association shall appoint annually an Architectural Control Committee consisting of three or more competent persons to serve as members until their successors are appointed. A majority of said committee may also designate a representative to act for it.

The Architectural Control Committee shall prepare and, on behalf of the Association, shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the Architectural Control Committee shall be responsible for preparing and amending the standards and procedures. It shall make both available to owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Development or in making any modifications, additions or alterations to any existing improvements located in the Development who shall conduct their operations strictly in accordance therewith.

### B. Procedure.

The Architectural Control Committee's approval or disapproval as required by these covenants shall be in writing. Such approval shall not be unreasonably withheld and shall be given or denied by the Committee in writing within thirty days after any such plan and other required

information has been properly submitted to the Committee. The approval or disapproval of plans, specifications, or location of any structure by the Architectural Control Committee may be based upon any reasonable grounds including purely aesthetic considerations which at the sole discretion of said committee, shall be deemed sufficient. In passing upon construction plans, specification plans, or landscaping plans, and without any limitation of the foregoing, the Architectural Control Committee shall have the right to take into account any number of factors, including, but not limited to, consideration of the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure and landscaping on the appearance from neighboring property. Notwithstanding that improvements meet or exceed specified minimum size requirements, the quality and attractiveness of every structure and all landscaping must also meet neighborhood standards and the Architectural Control Committee is hereby granted broad discretion in judging the compatibility of proposed structures, landscaping and other improvements for the Development.

Any party aggrieved by a decision of the Architectural Control Committee may appeal such decision to the Board, and such decision of the Architectural Control Committee is final, unless overridden by a vote of two-thirds of the Board. No Owner or any other party shall have recourse against the Architectural Control Committee or the Board for its refusal to approve any plans or specifications.

The approval by the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of any of said committees, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

C. Activities either Prohibited or Requiring the Architectural Control Committee's Approval.

No single-family dwelling, patio, porch, terrace, private garage, carport, driveway, dog house, fence, fuel tank, landscaping, wall or structure of any kind shall be commenced, constructed, erected, situated, planted or altered on any lot nor any site work be done thereon until the completed final construction plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location, and floor plan therefor, and showing front, side and rear elevations of dwellings and garages, and a plan showing its location on the lot have been submitted to and approved in writing by the Architectural Control Committee in accordance with the process, procedures and requirements established for such committee in the standards and procedures adopted by the Board of Directors of the Association, as to quality of workmanship and materials, appearance, harmony of external design and external color with existing structures and the natural environment and as to location with respect to topography, its effect on the view from structures already constructed in the Development and finish grade elevation. Under no circumstances shall approval be given by the Architectural Control Committee for the construction of a fence in front of a house, or the construction of a chain link fence on any portion of a lot other than that portion located to the rear of the house which is located on such lot, or the erection on any lot of any building

containing exposed cement or cinder block, or exposed smooth surface formed concrete, or smooth surface brick or stucco. Natural drainage shall not be changed without the approval of the Architectural Control Committee. The Architectural Control Committee shall not be responsible for any drainage problems affecting any lot.

No permission or approval shall be required to repaint in accordance with an originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his or her residence or to paint the interior of his or her residence any color desired.

#### D. Variances.

Notwithstanding anything set out to the contrary in Article 4 of these covenants, in the event that the Architectural Control Committee shall determine that application of the minimum setbacks specified in Article 4 of these covenants to a particular lot would unreasonably limit the use thereof by the owner and effectively deprive such owner of an appropriate construction site upon said lot, the Architectural Control Committee shall have the authority to grant a variance to the owner of said lot from the provisions of the minimum setback restrictions specified in Article 4.

The Architectural Control Committee may authorize variances from compliance with any of the provisions of the design guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted standards and procedures. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing, be contrary to the restrictions set forth in the body of this Declaration except to such extent as may be specifically authorized in specified circumstances by the provisions of this Declaration, or estop the Architectural Control Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

#### E. Liability and Indemnification.

Neither the Architectural Control Committee or the Board nor any member thereof shall be liable to any owner of a lot, or to any other party, for any damage, loss or prejudice suffered or claimed on account of:

- (i) The approval or disapproval of any plans, drawings, or specifications, whether or not defective;
- (ii) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or
- (iii) The development of any property, including, but not limited to, defective construction of residences.

In any of such events, the members of the Architectural Control Committee and the Board shall be defended and indemnified by the Association in the same manner and to the same extent as officers and directors are indemnified under the provisions of the Articles of Incorporation and the Bylaws of the Association.

**ARTICLE 3**  
**TEMPORARY STRUCTURES**

No motor vehicles or structures of a temporary character, including, but not limited to, any trailer, tractor trailer, single-wide or double-wide mobile home/manufactured home/modular home, bus, basement, tent, shack, garage, carport, shed or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any trailer, tractor trailer, single-wide or double-wide mobile home/manufactured home/modular home, bus, basement, tent, shack, garage, carport, shed or other outbuilding, whether temporary or permanent not specifically authorized by these covenants or any amendment or supplemental declaration thereto be placed on any lot at any time, except as follows:

A. Camping. Lot owners may use their lots for camping for themselves and their immediate families with a tent or recreational vehicle (RV), travel trailer or camper for no more than three months in a calendar year. Self-contained bathroom facilities shall be used.

B. House Construction by Owner. During the time that a lot owner is personally engaged in the construction of his own home, he may park and occupy a recreational vehicle on his lot provided that such vehicle is maintained in good repair and in an attractive condition and is located as close as is practical to the house being constructed. While occupying such recreational vehicle the lot owner may use the sewage, water and electrical services installed for the house being constructed. When such house has received its certificate of occupancy, the utility hookup to the recreational vehicle shall cease. At no time shall the recreational vehicle be occupied by anyone other than the lot owner and such lot holder's spouse and minor children.

C. Commercial Vehicles. With the exception of those vehicles owned or being utilized by Developer and any corporation or business owned and operated by Developer or employed by Developer, which shall have such right at any time when Developer or such corporation or business is engaged in the construction or repair of any building or any improvement on any portion of the property which is subject to this Declaration, and the further exception of those trucks, construction vehicles and any commercial vehicles being utilized by any lot owner in connection with the operation by such owner in the conduct of a business activity on the lot which is being operated in compliance with the articles of this Declaration or in connection with the construction or repair of any improvement on such owner's lot (which has been properly approved pursuant to the appropriate articles of this Declaration) which may be parked in spaces designated by Developer or the Architectural Control Committee, during such times and for such periods of time that may be designated by Developer or the Architectural Control Committee, there shall be no outside storage or parking upon any lot or upon any road in the Development which is owned and maintained by Developer or by the Association, or upon any common area of any commercial vehicle, truck (other than pickup trucks owned by such lot owner), trailer, tractor trailer, single-wide or double-wide mobile home/manufactured home, or bus, nor shall any tent, shack or any other type of structure, whether temporary or permanent, not specifically authorized by these covenants or any amendment thereto, be placed or erected on any lot.

D. Storage of Recreational Vehicles. The storage of recreational vehicles by owners on their lots shall be subject to such standards and standards and procedures as may be established by the Architectural Control Committee.

#### **ARTICLE 4 BUILDING LOCATION**

Subject to the limitation set out in Article 2 of this Declaration that the location of buildings and other proposed improvements on each lot must be approved by the Architectural Control Committee, each lot is subject to the further restriction that no building shall be located on any lot nearer to the lot lines or nearer to the street lines than the minimum building setback lines shown on any plat which Developer may prepare and record of lots in the immediate vicinity thereof. In the event that no minimum building setback line is shown on a plat, all buildings shall be at least: (a) 35 feet from all road right of way lines; (b) 25 feet from rear lot lines and streams; and (c) 10 feet from interior lot lines other than rear lot lines.

Notwithstanding anything set out to the contrary in Article 2 of these covenants, in the event that the Architectural Control Committee shall determine that application of the minimum setbacks specified for buildings in the preceding paragraph of this Article 4 of these covenants to a particular lot would unreasonably limit the use thereof by the owner and effectively deprive such owner of an appropriate construction site upon said lot, the Architectural Control Committee shall have the authority to grant a variance to the owner of said lot from the provisions of such setback restrictions.

#### **ARTICLE 5 NUISANCES**

It shall be the responsibility of each lot owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot. No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any plant, substance, animal, thing, device or material be kept upon any lot that will be noxious, noisy, dangerous, unsightly, or unpleasant or which will emit foul or obnoxious odors or will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Development. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the lot. 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 twelve (12) months, shall be deemed nuisances. The Association 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.

Noxious or offensive activity shall include but shall not be limited to (1) a public nuisance or nuisance per se, (2) any behavior which is inconsistent with both a reasonable pleasurable use of the properties of the owners of lots and parcels in the Development, their tenants and guests, and their reasonable expectation of vacationing, year-round living, studying, working and recreating, free of excessively noisy behavior grossly disrespecting the rights of others, (3) :flashing or excessively bright lights, (4) racing vehicles (regardless of the number of wheels), (5) the operation of motor vehicles by unlicensed persons on any roads in the Development or any motorcycle, moped or motor bike riding in the Development other than as a means of transportation to and from the home of a resident lot owner to the state road, (6) offensive displays of public sexuality, (7) public drunkenness, (8) significantly loud electronic music distractions or vibrations which extend beyond property lines, (9) the discharge of fireworks, (10) the assembly and disassembly of motor vehicles and other mechanical devices which might tend to create disorderly, unsightly or unkempt conditions, (11) parking or storing any junked, inoperable or unlicensed automobiles, trucks or heavy equipment on any lot or road in the Development, or (12) other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the lots in the Development.

## **ARTICLE 6 MAINTENANCE OF LOTS**

All lots 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, the Association shall have the right, through its agents, employees and contractors to do so, the cost of which shall be levied as an assessment against the owner of the lot. Neither the Association, nor any of its agents, employees or contractors shall be liable for any damage which may result from any such maintenance work.

## **ARTICLE 7 PETS**

No swine, cattle, poultry, horses, ponies or other animals other than a total of not more than three tame dogs and cats may be kept on any lot in the Development at any time, provided that any such dogs and cats are not bred or maintained for commercial purposes and that whenever such dogs and cats are not inside of the single-family dwelling, garage or authorized dog house on the lot on which they are kept, they are either restrained by a leash which is held by the individual accompanying them or by an electronic "invisible fence," or are kept within a fence. All fences and other structures in which animals are kept or confined must be designed, constructed, erected, installed, cleaned and maintained in a manner which has been approved by the Architectural Control Committee.

Any pet shall be muzzled which consistently barks, howls or makes other disturbing noises which might be reasonably expected to disturb any other lot owner or his tenants or guests. The breach of any of these restrictions, obligations and duties shall be a noxious and offensive activity constituting a private nuisance.

## **ARTICLE 8 SEWERAGE 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 authority having jurisdiction. Temporary toilets may be allowed during the period of construction, provided that they meet local sanitary requirements and are placed on a location on the lot which has been approved by the Architectural Control Committee.

## **ARTICLE 9 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 10 RESUBDIVISION AND COMBINATION OF LOTS**

A. Subdivision. Except as set out below, 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 or any other lots or parcels owned by Developer from the provisions of these covenants without the consent or joinder of the owners of the other lots and parcels in the Development.

Lot owners other than Developer may only divide a lot or parcel by dividing it in such a manner that it is either completely absorbed by one or more of the adjoining lots or parcels thus creating one or more adjoining lots or parcels which are larger than when originally platted and shown on recorded subdivision plats, or it is partially absorbed by one or more of the adjoining lots or parcels and the remaining portion thereof forms a lot which is not less than 85% of the original size.

B. Combination. Contiguous lots may be combined into a single lot but after being combined may not thereafter be separated without the express written permission of the Association on such terms and conditions as it may require. The owners of the lots being combined must pay all expenses incurred in connection with the lot combination and prior to such combination must pay all dues and assessments levied by the Association against the lots being combined for the billing year in which the lot combination occurs. Following payment of such dues and assessments, the lots being combined shall be treated as a single lot in future billing years.

**ARTICLE 11**  
**PROHIBITION OF OIL AND GAS WELLS AND SUBSURFACE MINING**

No well for the production of, or from which there may be produced, oil, gas or minerals shall be dug or operated upon any lot not owned by Developer, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activity associated with soil testing, construction of building foundations or master drainage control.

Any grading or other land use which creates erosion runoff into streams or other lots is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity as defined in Article 5 of these covenants.

**ARTICLE 12**  
**FIREARMS AND OTHER PROJECTILE PROPULSION DEVICES**

The discharge of firearms in the Development, including rifles, guns and pistols of any kind, caliber, or type and any other devices which propel bullets and other projectiles through the air utilizing any method of propulsion except pursuant to Article 13 of these covenants or by security personnel in the course of their duties is prohibited. Notwithstanding anything hereinabove set forth to the contrary, it is specifically understood that the term "firearms" does not include BB guns or pellet guns and that the use of such guns and bows and arrows by property owners on their lots is not prohibited under the provisions of these covenants.

**ARTICLE 13**  
**WILLFUL DESTRUCTION OF WILDLIFE**

No hunting shall be allowed in the Development except under controlled conditions approved by the Association and appropriate governmental wildlife authorities for the purpose of protecting property owners, the public and other animals against health hazards, disease and other anomalies resulting from species over-population, significant wildlife predation and outbreaks of contagious wildlife diseases. Since the Development is not intended to be maintained as a wildlife sanctuary, any depletion of wildlife stock which may result from the process of planned development shall not be deemed to be a violation of this article.

**ARTICLE 14**  
**CLOTHESLINES, GARBAGE CANS, TANKS, WOODPILES, ETC.**

All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other lots, streets and areas in the



Development outside of the lot on which such items are located. Each lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any lot in the Development in such a manner as to be visible from any street, or other lot or area located in the Development.

**ARTICLE 15**  
**TREE REMOVAL, SITE CLEANING,**  
**UNDER BRUSHING AND BURNING**

Unless located within 30 feet of an authorized structure, no trees, brush or shrubs, including, but not limited to, mountain laurel, wild azaleas and rhododendron, shall be trimmed on or removed from any lot except in compliance with such standards and procedures regulating such activities by the Architectural Control Committee, and, when required by such standards and procedures, only after receiving written approval of such trimming or removal by the Architectural Control Committee or such other committee which may be delegated the right to make such approval by the Association. Such approval shall not be unreasonably withheld and shall be given or denied by the committee having the authority to give or deny such approval in writing within thirty (30) days after written plans showing such proposed trimming or removal and any other information requested by such committee relating to such trimming or removal have been submitted to such committee. Denial or approval of such trimming or removing may be based by such committee upon any reasonable ground, including purely aesthetic considerations. In the event such committee or its designated representative fails to approve or disapprove any matter involving the trimming or removal of trees, brush or shrubs from any lot which is properly submitted for its approval hereunder within thirty (30) days after proper plans and any other requested information have been submitted, approval shall not be required and the provisions of these covenants specifying the manner in which any such proposed trimming or removal must be approved shall be deemed to have been fully complied with. No open burning of any kind shall be done before the lot owner has obtained the written permission of such committee and the appropriate governmental agency having jurisdiction over such matters. In no event shall any open fire be permitted on any lot that remains unattended nor shall any other condition be permitted to exist on any lot or in any building thereon which would constitute a fire hazard.

**ARTICLE 16**  
**SIGNS**

With the exception of those lots owned by Developer on which Developer may in its absolute discretion erect such signs as it may deem appropriate, no political signs or any other signs shall be placed on any lot except one "For Rent" or "For Sale" sign of not more than four square feet, one property address sign of not more than two square feet and, during the construction of an authorized structure on a lot, one sign of not more than four square feet identifying the builder or contractor

provided that the content and design of all of such signs other than those erected by the Developer has been approved by the Architectural Control Committee after a copy of such sign has been submitted to said committee for its approval. Notwithstanding anything hereinabove set forth to the contrary, the Association shall have the right to erect reasonable and appropriate signs on the common area, and each lot owner shall have the right to erect a mailbox on his or her lot with the property address inscribed thereon provided that the type of mailbox, the manner that the property address has been inscribed thereon and the support post for such mailbox has been approved by the Architectural Control Committee which shall have the right to specify uniform standards for mailboxes and support posts which shall be applicable to all lots.

#### **ARTICLE 17 OUTDOOR LIGHTING**

All outdoor lighting, including the location, intensity and duration of such lighting, must be approved by the Architectural Control Committee which shall have the right at any time to prohibit the use of any outdoor light which unreasonably interferes with the privacy of any other lot owner and such other lot owner's use and enjoyment of his lot at any time.

#### **ARTICLE 18 AERIALS AND ANTENNAS**

The location of aerials and antennas by owners on their lots shall be subject to such standards and standards and procedures as may be established by the Architectural Control Committee.

#### **ARTICLE 19 ENERGY CONSERVATION EQUIPMENT**

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Control Committee.

#### **ARTICLE 20 AIR CONDITIONING UNITS**

Except as may be permitted by the Architectural Control Committee, no window air conditioning units may be installed in any house or other structure which is located on any lot.

**ARTICLE 21**  
**ARTIFICIAL VEGETATION, EXTERIOR SCULPTURES**  
**AND SIMILAR ITEMS**

No artificial vegetation shall be permitted on any lot. Exterior sculptures, fountains, flags (other than the flag of the United States of America or the State of North Carolina), and similar items must be approved in writing by the Architectural Control Committee before being placed on any lot.

**ARTICLE 22**  
**IRRIGATION**

No sprinkler or irrigation systems of any type which draw upon water from wells, community water systems, creeks, streams, rivers, lakes, ponds or other waterways within the Development shall be installed, constructed, or operated within the Development unless prior written approval has been received from the Architectural Control Committee.

**ARTICLE 23**  
**POOLS**

No above ground pool shall be erected, constructed or installed on any lot and no other type of pool shall be erected, constructed or installed on any lot without the express written permission of the Architectural Control Committee which shall have the absolute right in its sole discretion to deny such permission on any reasonable grounds.

**ARTICLE 24**  
**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 ten (10) foot wide strip running along the inside of all lot lines other than those lot lines which extend along the center of streams; 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, 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 public, quasi-public or private utility lines or other devices which provide utility or similar services, including, without limitation, electric light, power, telephone and cable service lines, storm water drains, land drains, public and private sewers and pipelines supplying gas and water, 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. Developer shall have the right to enter and to permit others to enter upon said reserved strips.

**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 the purpose of drainage control; for access to any lot or parcel or any other lands owned by Developer located outside of the Development; and for the purpose 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, or as specified by the standards and procedures of the Association, 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.

**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 25 RIDGE HAVEN PROPERTY OWNERS ASSOCIATION, INC.**

### **A. Membership**

Every person (or entity) who/which is a record owner of a fee simple or undivided fee simple interest in any lot that is subject to this Declaration or is a record owner of a leasehold interest in a ninety-nine (99) year lot lease or is a purchaser under a recorded contract of sale for any lot that is subject to this Declaration shall be deemed to have a membership in Ridge Haven Property Owners Association, Inc. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold interests merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event that a owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided for in the Bylaws and Standards and Procedures of the Association.

B. Rule Making Authority.

The Community shall be used only for those uses and purposes set out in the Declaration and Bylaws. The Board of Directors shall have the authority to make, modify, repeal, and to enforce reasonable standards and procedures governing the conduct, use, and enjoyment of the lots and the common areas, so long as copies of all such standards and procedures are furnished to owners; provided, however, any rule or regulation may be repealed by the affirmative vote of a majority of the members voting in person or by proxy at an annual meeting or a special meeting of the Association duly called for that purpose.

To the extent of any conflict between the Declaration and the Standards and Procedures, the most restrictive provisions shall control. Each lot owner is encouraged to obtain a copy of the Standards and Procedures from the Association for easy reference as to matters pertaining to the use and enjoyment of the property and facilities within the Development.

The Association shall have the authority to impose reasonable monetary fines and other sanctions against owners of fee simple and, when applicable, leasehold interests, in the lots and/or the occupants thereof who violate the provisions of the Declaration and/or the Standards and Procedures, and monetary fines may be collected by lien and foreclosure as provided in subsection D of this Article 25.

C. Assessments

Each lot in the Development is served by roads which connect the Development with the public road. The owner of each lot, with the exception of Developer, shall, by the acceptance of a deed or other conveyance for such lot, be deemed obligated to pay to the Association an annual assessment or charge for the purposes stated within this article to be fixed, established, and collected on a lot by lot basis as hereinafter provided. Said annual assessment or charge shall be due on a date to be established by the Association and pursuant to reasonable advance notice given in writing to all lot owners. Upon demand, the Association shall furnish to any owner or mortgagee a certificate showing the assessments or charges or installments thereof due as of any given date. Each lot made subject to these restrictions is hereby made subject to a continuing lien to secure the payment of each assessment or charge when due.

The funds collected from said assessments may be used for any or all of the following purposes: maintaining the entrance and gate and landscaping the entrance, maintaining, operating, improving and replacing roads within the Development; protection of property from erosion; maintaining lots as provided in Article 6 herein; maintenance, improvement and lighting of common areas and facilities including recreational facilities within the development; employing watchmen and security personnel; enforcement of these restrictions; paying taxes and other indebtedness of the Association, including insurance premiums, governmental charges of all kinds and descriptions; legal and accounting fees; and, in addition, doing any other things necessary or desirable in the

opinion of the Association to maintain the Development in neat and good order and to provide for the health, welfare and safety of owners and residents of the Development.

In addition to the foregoing, the Association shall have the power to, and be obligated to, levy special assessments, at such times, for such amounts and for such purposes as may be specified in any amendment or supplemental declaration to this Declaration or in any deeds from Declarant to purchasers of lots and/or parcels in the Development.

The amount of each assessment levied pursuant to the provisions of this Declaration shall constitute a personal obligation of the lot owner against whom such assessment is levied and shall be paid to the Association on or before the date specified by the Association at the time that it levies such assessment.

#### D. Enforcement Procedures

Upon the failure of the owner of any lot to pay any assessment or charge when due, the Association shall have the right to collect the amount thereof by an action at law against the owner as for a debt, and may bring and maintain such other suits and proceedings at law or at equity as may be available. Such rights and powers shall continue in the Association and the lien of such charge shall be deemed to run with the land; and the successive owners or lessees of each lot, by the acceptance of deeds or leases therefor, shall be deemed personally to assume and agree to pay all unpaid assessments or charges or additional assessments which have been levied against the property and all assessments or charges or additional assessments which shall become a lien thereon during their ownership of a fee simple or leasehold interest. Any assessment or charge levied against a lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that lot when a claim of lien (sometimes herein referred to as a "Notice of Assessment and Lien") setting forth the name and address of the Association, the name of the record owner or lessee of the lot at the time the lien is filed, a description of the lot and the amount of the lien claimed is filed of record in the office of the Clerk of Superior Court for Transylvania County. Upon the filing of any such lien pursuant to the authority granted under this Declaration, the Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes. All liens levied pursuant to the provisions of these Covenants shall include the amount of any unpaid assessments, plus any other charges thereon, including a late charge of Twenty-Five Dollars (\$25.00) to cover administrative expenses, interest at one and one-half percent (1½%) per month from the due date, and costs of collection, including attorneys' fees. Each Notice of Assessment and Lien shall be signed by the Association or such other person or legal entity to whom the Association may assign the authority to file Notices of Assessments and Liens pursuant to a document filed in the Office of the Clerk of Superior Court for Transylvania County. Such lien shall be prior to all other liens recorded subsequent to the filing of such Notice of Assessment and Lien. Each owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association, or such other person or legal entity to whom the Association may assign the authority to file Notices of Assessments and Liens, the right and power to bring all actions against said owner personally for the collection of such charges set out in said

Notice of Assessment and Lien as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement for real property. The lien provided for in this Article shall be in favor of the Association and it shall have the power to bid on the lot in any foreclosure proceeding or to acquire, hold, lease, mortgage, or convey the lot. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged damage, inconvenience or discomfort arising from the completion by the Association of repairs or improvements or removal of nuisances pursuant to the provisions of Article 5 of these Covenants or for any maintenance performed by the Association pursuant to the provisions of Article 6 of these Covenants. All payments shall be applied first to costs and attorney fees, then to late charges, then to interest, then to delinquent assessments. Upon payment of all assessments and other charges, costs and fees provided for in a particular Notice of Assessment and Lien, 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 26  
DITCHES AND SWALES**

Each owner shall keep drainage ditches and swales located on such owner's lot free and unobstructed and in good repair, and shall provide for the installation of such culverts upon the lot as may be reasonably required for property drainage.

**ARTICLE 27  
NO POLLUTION OF STREAMS, PONDS AND LAKES**

No lot owner shall pollute any stream, pond or lake 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 in part or in whole from its natural direction and course of flow. No solid or liquid waste of any kind shall be drained, dumped or disposed of in any way into open ditches or water courses. No rocks, stone or sand shall be removed from the streams on any lot.

**ARTICLE 28  
PARKING OF VEHICLES**

Except as may be permitted on a limited basis for certain vehicles under the provisions of Articles 3 and 38 of these covenants, no trailer, tractor trailer, bus, truck, tractor, recreational vehicle, camper trailer, boat trailer or any other transportation device other than an automobile or a pickup truck may be parked on any road or street in the Development.

**ARTICLE 29  
AMENDMENT**

This Declaration may be amended at any time by a majority of the votes of Members present or represented by proxy at an annual meeting or a special meeting of the Association duly called for the purpose. The Board of Directors may, in the alternative, conduct a vote on a proposed

amendment by mail written ballot as proved by the North Carolina Non-Profit Corporation Act. In such case, the Declaration will be amended if a majority of the ballots received are in favor of the proposed amendments. Any amendments to the Declaration will become effective upon recordation and the President of the Association shall certify that the required affirmative vote was obtained and the Secretary of the Association shall attest to the certification.

Notwithstanding anything hereinabove set forth to the contrary, no amendment may remove, revoke or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

### **ARTICLE 30 SUPPLEMENTAL DECLARATIONS**

Developer reserves the right to record supplemental declarations which add additional property to that covered by this Declaration or change the permissible use of any other property then owned by Developer which has already been previously subjected to the provisions of this Declaration. Any such subsequent supplemental declaration may, but is not required to, impose expressly or by reference, additional restrictions and obligations on the land submitted by that supplemental declaration to the provisions of this Declaration, or modify or limit the extent to which the provisions of this Declaration shall be applicable to such additional or other property.

### **ARTICLE 31 TERM**

All of the restrictions, conditions, covenants, charges, easements and agreements contained in this Declaration shall run with the land and be binding on all parties and all persons claiming under them in perpetuity. However, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision(s) shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth, II, Queen of England.

### **ARTICLE 32 GRANTEE'S ACCEPTANCE**

Each grantee or purchaser of an interest in any lot or parcel shall, by acceptance of a deed conveying a fee simple or leasehold interest in title thereto, or the execution of a contract for the purchase of an interest therein, whether from Developer or a subsequent owner of an interest in such lot or parcel, accept such deed or contract subject to each and all of the provisions of this Declaration and all amendments thereto, and to the jurisdiction, rights, powers, privileges and immunities of Developer and the Association herein 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 an interest in each other lot or parcel to keep, observe, comply with and perform the



covenants, conditions and restrictions contained in this Declaration, and all amendments and supplemental declarations thereto.

**ARTICLE 33  
SUSPENSION OF RESTRICTIONS**

The provisions of this Declaration which are applicable to improvements, use and occupancy 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 not have rights as a member of the Association nor shall it be liable for any Association assessments.

**ARTICLE 34  
ENFORCEMENT**

Developer and each person to whose benefit these restrictions inure, including Ridge Haven Property Owners Association, Inc., and other lot owners in the Development, may proceed at law or in equity against any person or other legal entity violating or attempting to violate any provisions of these restrictions, either to restrain violation, to recover damages, or both.

**ARTICLE 35  
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 36  
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.

**ARTICLE 37  
USE OF COMMON AREA**

No planting or gardening shall be done upon any portion of any area within the Property which may hereafter be designated as common area in any supplemental declaration placed on record in the office of the Register of Deeds for Transylvania County by Declarant pursuant to the

provisions of this Declaration or upon any portion of any area within the Property which may be designated as common area on any recorded plat referred to in this Declaration except for such as may be approved by the Association, nor shall any fences, hedges, walls or other improvements be erected or maintained upon any common area except as approved by the Architectural Control Committee. Except for the right of ingress and egress, the owners of lots may use the property outside their respective lots only in accordance with such reasonable standards and procedures as may be adopted by the Association or as is expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this article is for the mutual benefit of all owners and is necessary for the protection of all owners.

**ARTICLE 38**  
**STORAGE OF BOATS AND OTHER WATER CRAFT**

The storage of boats, floats, rafts, and other water craft and/or boat trailers by lot owners on their lots shall be subject to such standards and standards and procedures as may be established by the Architectural Control Committee.

**ARTICLE 39**  
**SPECIAL RESTRICTIONS APPLICABLE TO**  
**NINETY-NINE (99) YEAR LEASES**

The following additional restrictions shall be applicable to all ninety-nine (99) year leases entered into by the Developer as Lessor which are being assigned to the Association in conjunction with the conveyance by the Developer to the Association of its fee simple interests in the lots which are subject to such leases so long as such leases remain in effect:

A. Ownership of Leased Areas. The Association shall retain ownership and maintain control of leased areas. Specific guidelines, regulations, restrictions regarding types of structures, care of the leased premises, conduct and responsibilities of Lessees and their guests, and cancellation compensation shall be included in the lease contract.

B. Taxes. The Lessee shall pay and discharge all existing and future taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the leased premises and any improvements located thereon or upon the owner or occupier in respect thereof, and shall deliver to the Lessor promptly proper and sufficient receipts and other evidence of the payment and discharge of the same.

C. Lessee Responsibility. Liability connected with the leased premises and improvements located thereon shall be the responsibility of the Lessee. The Association shall not be responsible for loss or accident connected with the leased premises.

D. Liens or Encumbrances. The Lessee shall not suffer the leased premises or improvements located thereon to become subject to any lien, charge or encumbrance whatsoever, other than a

mortgage as hereinafter provided, and shall indemnify the Association against all such liens, charges and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance, other than a mortgage upon the premises or the improvements thereon.

E. Leases. Leases shall be for a period of ninety-nine (99) years with a renewal privilege for an additional ninety-nine (99) years.

F. Sale or Subleases. Prior approval by the Association shall be required for sale of leases or for subleases exceeding one year.

G. Mortgages. Lessees may at any time by mortgage or deed of trust for that purpose, mortgage their estate and the premises to secure any actual debt, and in such case may make assignment of the insurance on the buildings and improvements erected on the leased premises payable, in case of loss, to such mortgagee or trustee.

H. Annual Lot Lease Fee. The Association shall have the right to assess and collect an annual lot lease fee which shall be applicable to all leases to which the ownership rights have been sold, assigned or otherwise transferred after the date of recordation of this Amendment.

#### **ARTICLE 40 NOTIFICATION OF LEASES AND CHANGES IN STATUS OF LEASES**

All Lot Owners shall register any and all changes in the status of a rental/leased lot with the Association regardless of whether or not the lease in question is a ninety-nine (99) year lease or a lease for a lesser term, including but not limited to, vacancies, the renewal of leases and new tenants, within fourteen (14) days. All Lot Owners that are currently leasing their lot at the time of recording this amendment shall register information regarding a rental/leased lot with the Association within fourteen (14) days of the recording of this Amendment in the office of the Register of Deeds for Transylvania County. In order to properly register a rental/leased lot with the Association, the Lot Owner of a rental/leased lot must provide the Association, through the Board of Directors, or their designated representative the name(s) of the tenants in the rental/leased lot, a telephone number by which the tenant(s) may be contacted by the Association if the need arises and the term (duration) of the lease.

All leases and Lessees are subject to the provisions of the Declaration, Bylaws and Standards and Procedures. The lot owner shall make available to the tenant copies of the Declaration, Bylaws and Standards and Procedures.

The failure of any lot owner to comply with this requirement shall be considered a violation of this Declaration and subject the lot owner to fines of up to \$100.00 per day as provided for in the Bylaws after having been provided with notice and the opportunity to be heard.

IN WITNESS WHEREOF, Declarant has executed this Amendment, this the day and year first above written.

RIDGE HAVEN, INC.

By: Wallace Anderson  
Wallace Anderson  
Executive Director

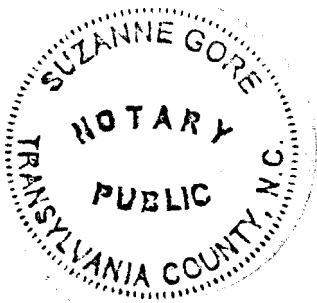
STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA

I, the undersigned Notary Public of the County and State aforesaid, certify that Wallace Anderson personally appeared before me this day and acknowledged that he is the Executive Director of RIDGE HAVEN, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial Seal, this the 12th day of June, 2013.

Suzanne Gore  
Suzanne Gore, Notary Public

My commission expires: 10-17-2016



**EXHIBIT "A" TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR RIDGE HAVEN** *(page 1 of 2)*

**TRACT I:**

Being all of Lots 1-5, 7, 58 and 59 of Ridge Haven Subdivision 2 of Ridge Haven, Inc. (formerly known as Section 1 of Ridge Haven Subdivision 2), as shown on a plat thereof recorded in Plat File 2, Slide 243A, Records of Plats for Transylvania County.

**TRACT II:**

Being all of Lots 39-46 and 52-57 of Ridge Haven Subdivision 2 of Ridge Haven, Inc. (formerly known as Section 2 of Ridge Haven Subdivision 2), as shown on a plat thereof recorded in Plat File 2, Slide 232, Records of Plats for Transylvania County.

**TRACT III:**

Being all of Lots 31-38 and 47-51 of Ridge Haven Subdivision 2 of Ridge Haven, Inc. (formerly known as Section 3 of Ridge Haven Subdivision 2), as shown on a plat thereof recorded in Plat File 2, Slide 238, Records of Plats for Transylvania County.

**TRACT IV:**

Being all of Lots 18-30 of Ridge Haven Subdivision 2 of Ridge Haven, Inc. (formerly known as Section 4 of Ridge Haven Subdivision 2), as shown on a plat thereof recorded in Plat File 2, Slide 238A, Records of Plats for Transylvania County.

**TRACT V:**

Being all of Lots 11-17 of Ridge Haven Subdivision 2 of Ridge Haven, Inc. (formerly known as Section 5 of Ridge Haven Subdivision 2), as shown on a plat thereof recorded in Plat File 2, Slide 244, Records of Plats for Transylvania County.

**TRACT VI:**

Being all of Lots 6, 8, 9, 10, 61 and 62 of Ridge Haven Subdivision 2 of Ridge Haven, Inc. (formerly known as Section 6 of Ridge Haven Subdivision 2), as shown on a plat thereof recorded in Plat File 2, Slide 244A, Records of Plats for Transylvania County.

**TRACT VII:**

Being all of Lots 60-A and 60-B of Ridge Haven Subdivision 2 of Ridge Haven, Inc. (formerly known as Section I of Ridge Haven Subdivision 2), as shown on a plat thereof recorded in Plat File 10, Slide 385, Records of Plats for Transylvania County.

TRACT VIII:

Being all of Lots 1-11 of Ridge Haven Subdivision 3 of Ridge Haven, Inc., as shown on Sheet 1 of a plat of Ridge Haven Subdivision 3 recorded in Plat File 2, Slides 400, 400A, 400B and 400C, Records of Plats for Transylvania County.

TRACT IX:

Being all of Lots 12-28 of Ridge Haven Subdivision 3 of Ridge Haven, Inc., as shown on Sheet 2 of a plat of Ridge Haven Subdivision 3 recorded in Plat File 2, Slides 400, 400A, 400B and 400C, Records of Plats for Transylvania County.

TRACTX:

Being all of Lots 29-37 of Ridge Haven Subdivision 3 of Ridge Haven, Inc., as shown on Sheet 3 of a plat of Ridge Haven Subdivision 3 recorded in Plat File 2, Slides 400, 400A, 400B and 400C, Records of Plats for Transylvania County.

TRACT XI:

Being all of Lots 38-45 of Ridge Haven Subdivision 3 of Ridge Haven, Inc., as shown on Sheet 4 of a plat of Ridge Haven Subdivision 3 recorded in Plat File 2, Slides 400, 400A, 400B and 400C, Records of Plats for Transylvania County.

TRACT XII:

Being all of Lot 46 of Ridge Haven Subdivision 3 of Ridge Haven, Inc., as described in a lease recorded in the office of the Register of Deeds for Transylvania County in Deed Book 327, page 245.

TRACT XIII:

Being all of Lots 47-49 of Ridge Haven Subdivision 3 of Ridge Haven, Inc., as shown on a plat thereof recorded in Plat File 11, Slide 268, Records of Plats for Transylvania County.

TRACT XIV:

Being all of the 30-foot wide roads shown on the recorded plats of Ridge Haven Subdivision 2 of Ridge Haven, Inc., hereinabove referred to, said roads now being known as Panther Trace Road, Panther Run Road, Panther Ridge Road, Panther Gap Road, Panther Cove Road and Fox Lane.

TRACT XV:

Being all of those areas designated as "Green Areas" on the recorded plats of Ridge Haven Subdivision 2 of Ridge Haven, Inc., hereinabove referred to.