

NORTH CAROLINA  
HAYWOOD COUNTY

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by C. BEN ROSS and wife, ANNIE MARIE ROSS, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Ivy Hill Township, Haywood County, State of North Carolina, which is more particularly described as:

BEGINNING at a railroad spike in center of pavement of U. S. Highway No. 19 at point of intersection of center of NCSR No. 1208 and center of point of intersection of NCSR No. 1307, and runs with center of NCSR No. 1208, S. 61° 21' E. 155.30 feet to a point; thence S. 27° 31' W. (passing an iron pipe at 24.73 feet and running with fence where said bearing intersects fence approximately 50 feet from aforementioned iron pipe) 647.54 feet to a concrete monument set in hickory stump; thence with fence 2 calls as follows: N. 70° 52' 45" W. 302.17 feet to an iron pipe and N. 81° 17' 20" W. 62.23 feet to an iron pipe; thence N. 81° 17' 20" W. 8.77 feet to a point in branch; thence up and with branch 2 calls as follows: N. 27° 32' 36" W. 105.06 feet to an iron pipe and N. 19° 30' W. 89.87 feet to an iron pipe in center of branch; thence N. 84° 00' 30" E. 78.72 feet to an iron pipe; thence N. 22° 23' E. (with fence 180.47 feet to a 30-inch walnut; thence N. 35° 25' 30" E. (with fence and leaving same and passing an iron pipe at 95.92 feet) 143.90 feet to a nail in center of U. S. Highway No. 19; thence with center of said Highway, N. 79° 25' 45" E. 372.74 feet to the BEGINNING, containing 6.40 acres, as shown on survey and plat dated September 17, 1981, Drawing No. H-62-A, by James R. Davenport & Associates, Inc., R.L.S.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any prt thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

LAW OFFICES  
BROWN, WARD  
& HAYNES, P. A.  
505 NORTH MAIN STREET  
WAYNESVILLE, N. C. 28786



ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Raven Ridge Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is that 30-foot road right of way shown on survey and plat dated September 17, 1981, entitled, "Raven Ridge Subdivision, Phase 1" by James R. Davenport & Associates, Inc., recorded in Cabinet A, Slot 130-B, Haywood County Registry.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to C. Ben Ross and wife, Annie Marie Ross.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to Section 2 of this Article and the following provisions:

(a) the right and easement of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;



(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant (as defined in the Declaration) and shall be entitled to thirty-four (34) votes, less one (1) vote for each Lot conveyed by the Declarant from the property hereinabove described. The Class B membership shall cease and be converted to Class A



membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal 75% of the total votes outstanding in the Association; or
- (b) On October 1, 1986.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges, and
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first



Lot to an Owner, the maximum annual assessment shall be Six Hundred Sixty and 00/100 (\$660.00) Dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent



meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment:  
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of this Lot.

Section 9. Subordination of the Lien to Mortgages.  
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer



of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide an exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other improvements. The Association shall further provide twice weekly garbage pickup, cleaning the exteriors of all windows twice annually (but excluding replacement of windows) of townhouses, maintenance of septic tank system, winterizing townhouses once each year upon request by the Lot owner, and shall provide water to each lot.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of the family, guests, or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

#### ARTICLE VI RESTRICTIONS AND EASEMENTS

Section 1. Restrictions. Lots shall be used for residential purposes only. No signs advertising "For Sale" or "For Rent" shall be placed upon the Common Area. No mobile homes or trailers shall be located upon any Lot or the Common Area, nor shall any pre-fabricated dwelling house be located thereon.

Section 2. Easements. Each Lot and the Common Area are subject to utility easements for such waterlines, septic tanks,



and related drain lines, and electric and telephone lines and poles as are presently installed on said Properties, and to the right of Declarant and the Association to repair, replace and maintain same.

ARTICLE VII  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

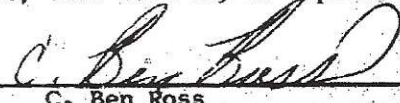
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

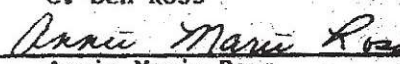
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term




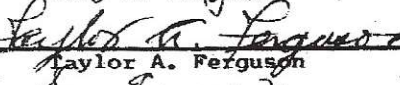
of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

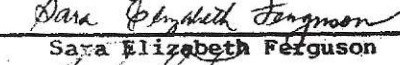
IN WITNESS WHEREOF, the undersigned, being the Declarant David J. Haynes, Trustee, herein, have hereunto set their hands and seals, and Fred J. Ferguson, Taylor A. Ferguson, Sara Elizabeth Ferguson, Ray S. Ferguson, and Robert L. Ferguson, owners and holders of that note secured by deed of trust dated April 15, 1981, from C. Ben Ross and wife, Annie Marie Ross, to David J. Haynes, Trustee, original principal \$39,050.00, recorded in Deed of Trust Book 250, page 810, Haywood County Registry, have hereunto set their hands and seals for the purpose of subjecting the lien of the property described in said deed of trust to the terms and conditions of this instrument, this 30th day of September, 1981.

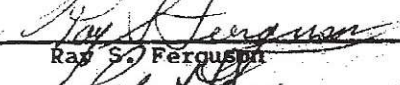
  
C. Ben Ross (SEAL)


  
Annie Marie Ross (SEAL)

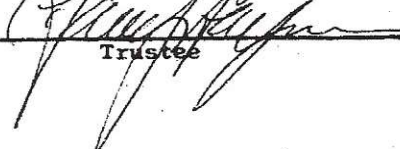
  
Fred J. Ferguson (SEAL)

  
Taylor A. Ferguson (SEAL)

  
Sara Elizabeth Ferguson (SEAL)

  
Ray S. Ferguson (SEAL)

  
Robert L. Ferguson (SEAL)

  
Trustee (SEAL)

LAW OFFICES  
BROWN, WARD  
& HAYNES, P. A.  
505 NORTH MAIN STREET  
WAYNESVILLE, N. C. 28786

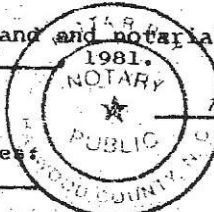


NORTH CAROLINA HAYWOOD COUNTY  
 EACH OF THE FOREGOING CERTIFICATES, NAMELY OF Retta R. Ray, Liselotte E. Johnson, & Maxine R. Deese  
 A NOTARY OR NOTARIES PUBLIC IS CERTIFIED TO BE CORRECT, FILED FOR  
Maxine R. Deese  
 REGISTRATION THIS DAY OF November 19 81 AT 10:10 O'CLOCK A.M.  
 BOOK 3272 PAGE 944  
Retta R. Ray  
 NOTARY PUBLIC  
 HAYWOOD COUNTY, N.C.

NORTH CAROLINA - Haywood County

I, Retta R. Ray, a Notary Public in and for the County and State aforesaid, do hereby certify that C. Ben Ross and wife, Annie Marie Ross, Fred J. Ferguson, Taylor A. Ferguson, and Sara Elizabeth Ferguson personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

WITNESS my hand and notarial seal or stamp, this 15th day of October, 1981.



My Commission Expires: 6-10-86

Retta R. Ray  
Notary Public

VIRGINIA - City of Norfolk

I, Liselotte E. Johnson, a Notary Public in and for the City and State aforesaid, do hereby certify that Ray S. Ferguson personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

WITNESS my hand and notarial seal or stamp, this 19th day of October, 1981.

Liselotte E. Johnson  
Notary Public

My Commission Expires: 1/1/84

FLORIDA - Clay County

I, Maxine R. Deese, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert L. Ferguson personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

WITNESS my hand and notarial seal or stamp, this 28th day of October, 1981.

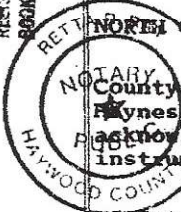
Maxine R. Deese  
Notary Public

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires Feb. 28, 1984  
Issued thru my fair insurance fee.

NORTH CAROLINA - Haywood County

I, Retta R. Ray, a Notary Public in and for the County and State aforesaid, do hereby certify that David J. Kynes, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

WITNESS my hand and notarial seal or stamp, this 30th day of October, 1981.



Retta R. Ray  
Notary Public

My Commission Expires: 6-10-86

LAW OFFICES  
BROWN, WARD  
& HAYNES, P. A.  
805 NORTH MAIN STREET  
WAYNESVILLE, N. C. 28786