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TRANSYLVANIA CO, NC FEE \$26.00

PRESENTED & RECORDED:

08-26-2014 04:53:56 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: D REE MCCALL

DEPUTY REGISTER OF DEEDS

**BK: DOC 701**

**PG: 29-35**

**STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA**

**DECLARATION OF  
RESTRICTIVE COVENANTS FOR  
QUAIL RIDGE SUBDIVISION, LOTS 1 - 10**

Prepared by: Theresa M. Weber, Esq.

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

This Declaration is made on the 23<sup>rd</sup> day of August, 2014, by the undersigned owners of ten lots making up the Quail Ridge subdivision, Lots 1 through 10 inclusive (Lots 2 & 3 having been combined), and said lots of said subdivision being more fully described on the plat recorded in the office of the Register of Deeds of Transylvania County, North Carolina, in Plat File 3, Slide 280 (referred to herein as "Lot Owners").

**RECITALS**

WHEREAS a Declaration of Restrictive Covenants for Quail Ridge was made by Sunrock, Inc., James Michael Owen, and Dana S. Owen in or about November 1988 (the "1988 covenants") and recorded at Book 311, Page 738 of the Transylvania County Register of Deeds, which expired by its own terms twenty-five years from the date it was recorded on November 17, 1988; and

WHEREAS an Amendment to the Declaration of Restrictive Covenants for Quail Ridge, Lots 1-10 was executed on or about August 12, 1994, by all then-existing lot owners and recorded at Book 379, Page 730 in the office of the Transylvania County Register of Deeds, said amendment not affecting the date of expiration of the 1988 covenants; and

WHEREAS the owners of lots 2 through 10 are holders of non-exclusive rights-of-way over and across the private road known as Quail Ridge Road; and

WHEREAS the Lot Owners desire to impose mutual and beneficial restrictions, covenants, equitable servitudes and charges for the benefit of all the lots in Quail Ridge and the owners and future owners thereof.

NOW THEREFORE, the Lot Owners declare that all of the lots in Quail Ridge shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the provisions of this declaration, all provisions of which are hereby declared and agreed upon for the purposes 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 the lots in favor of each and all other lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns, and shall, as to the owner of each lot, his or her heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots in Quail Ridge and their respective owners, present and future.

## RESTRICTIVE COVENANTS

1. **LAND USE AND BUILDING TYPE:** Each lot shall be used for residential purposes only. No trade or business of any kind may be conducted on any lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, not to exceed two and one-half stories in height; a private garage for not more than two vehicles; and one outbuilding, not to exceed 400 square feet, which may not be used at any time as a residence, either temporarily or permanently.

2. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans, specifications and site plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography, natural environment and finish grade elevation. Garage and outbuilding exteriors on each lot shall be of the same materials and colors as the exterior of the single family dwelling which is located on such lot. Any request for a variance from this requirement or from the building setback requirements set out below in Paragraph 4 must be submitted in writing to the Architectural Control Committee for its consideration. In the event the Architectural Control Committee shall determine that the requirement that the exteriors of the garage and other outbuildings on a particular lot be of the same materials and colors as the single-family dwelling on the lot, or that the application of the minimum building setbacks specified in Paragraph 4 of these covenants to a particular lot would unreasonably limit such lot owner's ability to construct a garage or other authorized outbuilding on such lot which is unreasonably harmonious in external design and appearance with the existing structures thereon or 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 these covenants specifying the type of materials and colors for garages and other authorized outbuildings and the minimum setback restrictions specified in these covenants. The Architectural Control Committee shall be the sole authority to grant or deny such variances to these covenants with its approval to be given in the manner specified in Paragraph 21 of these covenants.

3. **DWELLING COST, QUALITY AND SIZE:** Absent approval of the Architectural Control Committee, no dwelling shall be built on any lot of said subdivision at a cost of less than one hundred and fifty thousand dollars (\$150,000.00) based upon the cost levels prevailing on the date of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand two hundred fifty (1,250) square feet for one-story dwellings, not less than one thousand fifty (1,050) square feet for a structure of more than one-story. All dwellings shall be stick built.

4. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line than forty (40) feet from the center line of Quail Ridge Drive. No dwelling may be built closer than fifteen (15) feet to any other Lot line. No outbuilding may be placed or built closer than five (5) feet to any other Lot line.

5. **LOT SIZE AND RE-SUBDIVISION:** There shall be no re-subdivision of Lots 1 through 10, unless all pieces of the lot in question are being added to adjacent lots to augment their size.

6. **EASEMENTS AND UTILITY LINES:** An easement for road maintenance in favor of all Lot Owners of Quail Ridge, is hereby reserved. Said easement shall extend ten feet inward from the margin of the right-of-way of Quail Ridge Drive. All utility lines shall be underground.

7. **NUISANCES:** No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character such as a trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanent. At no time shall a mobile home be placed on any lot except that travel trailers, travel homes and campers not intended or used for on-site occupancy shall be permitted.

9. **SIGN:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry, of any kind, shall be raised, bred, or kept on any lot except for dogs, cats or household pets which may be kept, provided they are not kept, bred, or maintained for commercial purposes.

11. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage, or other wastes shall be kept in sanitary containers and shall not be visible from the street. No incinerators or other equipment for the storage or disposal of such material shall be allowed.

12. **COMPLETION OF STRUCTURES:** Construction of any building shall be completed within twelve (12) months of the date that construction was begun, absent approval of the Architectural Control Committee.

13. **SATELLITE DISHES:** Outdoor dish antennae for the reception of signals from geosynchronous satellites must adhere to property line setbacks set forth in Paragraph 4, above.

14. **GRASS MOWING:** All lots are subject to the requirement that the grass be mowed at least twice a month during the grass-growing season. If the grass is not mowed as required herein, the Architectural Control Committee shall cause the grass to be mowed, and the actual cost thereof shall be charged to the lot owner, and shall, if unpaid within thirty days, be a lien on the lot involved, to be filed and collected in the same manner as a lien for road maintenance.

15. **ROAD USE:** All roads within Quail Ridge are private for the use of the owners of Lots 2 through 10 in Quail Ridge. The owners of Lots 2 through 10 have the appurtenant right to use the roads within Quail Ridge for ingress and egress. Ownership of a lot within Quail Ridge shall not be deemed to give anyone the right to use the subdivision roads for access to property outside the subdivision.

16. **JUNKED VEHICLES:** Inoperative vehicles must be housed out of sight of any adjacent lot. Mechanical work on such vehicles is permitted as long as such is not of a commercial nature.

17. **ROAD MAINTENANCE:** All roads serving platted lots within Quail Ridge shall be maintained out of the annual road maintenance fee, due on or before July 1, each year. Road maintenance is the sole responsibility of Lot Owners 2 through 10 of Quail Ridge. The owner(s) of Lot 1 shall not pay any road maintenance fee. Fees may be held for future road maintenance expenses, or expended for one or more of the following purposes only: maintenance of road beds, ditches, drainage lines, pavement, and/or road banks within the margins of the right-of-way (including, but not limited to, seeding, re-seeding, fertilizing, liming and mowing), bank fees and other reasonable costs associated with managing the road maintenance fund, and costs of billing for and collecting the road fees, including court costs and attorney fees. This maintenance shall also be extended to road rights-of-way and ditch areas along S.R. 1534 and fronting Lots 2 and 3 of Quail Ridge. The current annual road maintenance fee is \$150.00 per lot, except the owner(s) of Lots 2 and 3 (now combined) shall pay only one annual road maintenance fee. The amount of the road maintenance fee may be modified only by agreement of a majority of the owners of Lots 2 through 10, (one vote per lot, except the owner(s) of Lots 2 and 3 shall constitute one lot owner, having only one vote). A bank account shall be maintained for the purposes of holding the road maintenance fund. No less than three owners of separate lots, approved by a majority of the owners of Lots 2 through 10 (one vote per lot, except the owner(s) of Lots 2 and 3 shall constitute one lot owner, having only one vote), shall be named owners on the bank account. Decisions regarding expenditures of the road maintenance fund shall be made and approved by a majority of the owners of Lots 2 through 10 (one vote per lot, except the owner(s) of Lots 2 and 3 shall constitute one lot owner, having only one vote).

18. **DRIVEWAYS:** All private driveways inside Quail Ridge shall be either paved or concrete.

19. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet of the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such lines.

#### ARCHITECTURAL CONTROL COMMITTEE

20. MEMBERSHIP: The Architectural Control Committee shall be composed of three Lot Owners approved by a majority of the Lot Owners in Quail Ridge (one vote per lot, except the owner(s) of Lots 2 and 3 shall constitute one lot owner, having only one vote).

21. PROCEDURE: The committee's approval or disapproval as required by the covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### GENERAL PROVISIONS

22. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the Transylvania County Register of Deeds office, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Lot Owners has been recorded (one vote per lot, except the owner(s) of Lots 2 and 3 shall constitute one lot owner, having only one vote), agreeing to change said covenants, in whole or in part.

23. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

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

25. PLANNED COMMUNITY ACT NOT APPLICABLE: To the extent allowed by law, the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes, shall not apply to the Quail Ridge subdivision lots 1 through 10.

IN WITNESS WHEREOF, the Owners of Lots 1 through 10 of the Quail Ridge subdivision have executed this declaration this 23<sup>rd</sup> day of August, 2014.

OWNERS OF LOTS 2 & 3:

Nicholas R. Bearden  
Nicholas R. Bearden

Mary P. Bearden  
Mary P. Bearden

OWNER OF LOT 4:

Dorothy Mason  
Dorothy Mason

OWNERS OF LOT 8:

Jeffrey G. Brookshire  
Jeffrey G. Brookshire

Marla D. Brookshire  
Marla D. Brookshire

OWNERS OF LOT 9:

Donald E. Dickson  
Donald E. Dickson

Anne W. Dickson  
Anne W. Dickson

OWNERS OF LOT 1:

Kenneth E. McJunkin  
Kenneth E. McJunkin

Leigh A. McJunkin  
Leigh A. McJunkin

OWNERS OF LOT 5:

Joe Pat Smith  
Joe Pat Smith

Charlotte M. Smith  
Charlotte M. Smith

OWNER OF LOT 6:

Theresa M. Weber  
Theresa M. Weber

OWNERS OF LOT 10:

Larry E. Leininger  
Larry E. Leininger

Phyllis J. Leininger  
Phyllis J. Leininger

OWNERS OF LOT 7:

James Mitchell Garrett  
James Mitchell Garrett

Kim F. Garrett  
Kim F. Garrett

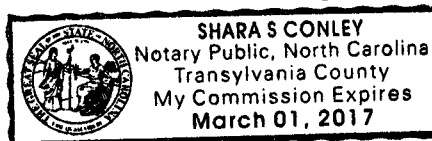
STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S Conley, Notary Public of the County and State aforesaid, certify that NICOLAS R. BEARDEN and MARY P. BEARDE personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 23 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires:

31/1/2017



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S. Conley, a Notary Public of the County and State aforesaid, certify that JOE PAT SMITH and CHARLOTTE M. SMITH personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 28 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires: 3/1/2017



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S. Conley, a Notary Public of the County and State aforesaid, certify that DOROTHY MASON personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 23 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires: 3/1/2017



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S. Conley, a Notary Public of the County and State aforesaid, certify that THERESA M. WEBER personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 23 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires: 3/1/2017



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S. Conley, a Notary Public of the County and State aforesaid, certify that JEFFREY G. BROOKSHIRE and MARLA D. BROOKSHIRE personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 13 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires: 3/1/2017



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S Conley, a Notary Public of the County and State aforesaid, certify that LARRY E. LEININGER and PHYLLIS J. LEININGER personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 23 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires: 31/1/2017

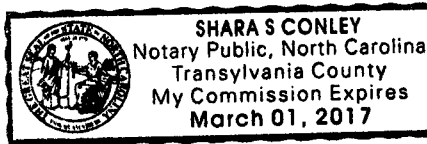


STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S Conley, a Notary Public of the County and State aforesaid, certify that DONALD E. DICKSON and ANNE W. DICKSON personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 23 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires: 31/1/2017



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S Conley, a Notary Public of the County and State aforesaid, certify that JAMES MITCHELL GARRETT and KIM F. GARRETT personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 23 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires: 31/1/2017

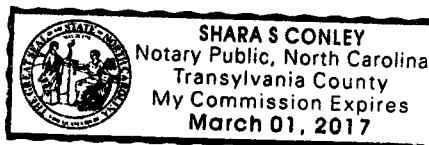


STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Shara S Conley, a Notary Public of the County and State aforesaid, certify that KENNETH E. McJUNKIN and LEIGH A. McJUNKIN personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument for the purpose stated therein. Witness my hand and official stamp or seal, this 23 day of August, 2014.

Shara S. Conley  
Notary Public

My commission expires: 31/1/2017



STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

Prepared by: Gayle E. Ramsey

AMENDMENT TO THE DECLARATION  
OF RESTRICTIVE COVENANTS FOR  
QUAIL RIDGE, LOTS 1 - 10

This Amendment to the Declaration of Restrictive Covenants for Quail Ridge, Lots 1 - 10, is made this 31st day of JULY, 1994, by the undersigned lot owners who constitute all of the owners of Lots 1 - 10 of Quail Ridge.

WITNESSETH:

THAT WHEREAS, Sunrock, Inc., James Michael Owen and Dana S. Owen have caused to be recorded in the office of the Register of Deeds for Transylvania County, a Declaration of Restrictive Covenants for Quail Ridge, Lots 1 - 10, which is recorded in Book 311, page 738, Records of Deeds for Transylvania County, North Carolina; and

WHEREAS, the undersigned lot owners now desire to amend said declaration in the manner hereinafter set forth.

NOW, THEREFORE, the undersigned lot owners do hereby amend the Declaration of Restrictive Covenants for Quail Ridge, Lots 1 - 10, recorded in Book 311, page 738, Records of Deeds for Transylvania County, North Carolina, as follows:

1. By deleting all of Article A-1 thereof and substituting in lieu thereof a new Article A-1 to read as follows:

A-1. LAND USE AND BUILDING TYPE: Each lot shall be used for residential purposes only. No trade or business of any kind may be conducted on any lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, not to exceed two and one-half stories in height, a private garage for not more than two vehicles, and one outbuilding which may not be used at any time as a residence, either temporarily or permanently.

2. By deleting all of Article A-2 thereof and substituting in lieu thereof a new Article A-2 to read as follows:

A-2. ARCHITECTURAL CONTROL. No building shall be erected, altered or placed on any lot until the construction plans, specifications and site plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location



with respect to the topography, natural environment and finish grade elevation. Garage and outbuilding exteriors on each lot shall be of the same materials and colors as the exterior of the single family dwelling which is located on such lot. Any request for a variance from this requirement or from the building setback requirements set out below in Article A-4 must be submitted in writing to the Architectural Control Committee for its consideration. In the event that The Architectural Control Committee shall determine that the requirement that the exteriors of the garage and other outbuildings on a particular lot be of the same materials and colors as the single-family dwelling on the lot, or that the application of the minimum building setbacks specified in Article A-4 of these covenants to a particular lot would unreasonably limit such lot owner's ability to construct a garage or other authorized outbuilding on such lot which is reasonably harmonious in external design and appearance with the existing structures thereon or 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 these covenants specifying the type of materials and colors for garages and other authorized outbuildings and the minimum setback restrictions specified in these covenants. The Architectural Control Committee shall be the sole authority to grant or deny such variances to these covenants with its approval to be given in the manner specified in Article C-2 of these covenants.

IN WITNESS WHEREOF, the undersigned lot owners have executed this agreement, this the day and year first above written.

LOTS

LOT OWNERS

Lot 1

Kenneth S. McJunk (SEAL)

Leighanne McJunk (KEM) (SEAL)

Lot 2

Paul C. Stewart (SEAL)

Jill Crane Stewart (SEAL)

Lot 3

Paul C. Stewart (SEAL)

Jill Crane Stewart (SEAL)

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- Lot 4 Theodore W. Mason (SEAL)  
Norathy Mason (SEAL)
- Lot 5 Michael E. Holden (SEAL)  
Marie Elaine Holden (SEAL)
- Lot 6 W.G. Smith (SEAL)  
S. Patricia Smith (SEAL)
- Lot 7 James E. Carpenter (SEAL)  
Janet C. Carpenter (SEAL)
- Lot 8 Jeffrey A. Brookshire (SEAL)  
David D. Brookshire (SEAL)
- Lot 9 Frank Bailey (SEAL)  
\_\_\_\_ (SEAL)
- Lot 10 Therrell S. Jennings (SEAL)  
Larry Jennings (SEAL)

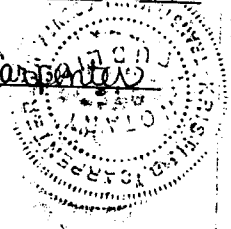
STATE OF North Carolina  
COUNTY OF Samuelson

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that KENNETH E. McJUNKIN and wife, LEIGHANN McJUNKIN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of August, 1994.

Kristl B. Carpenter  
Notary Public

My Commission Expires: August 4, 1997.



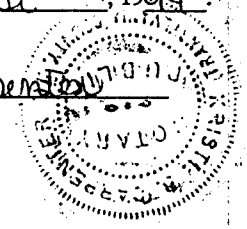
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STATE OF North Carolina, 000379000733  
COUNTY OF Wilmington

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that DANIEL C STEWART and wife, JILL CRANE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of August, 1994.

Kristl B. Carpenter  
Notary Public



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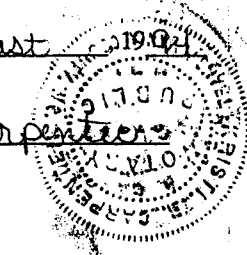
My Commission Expires: August 4, 1997.

STATE OF North Carolina,  
COUNTY OF Wilmington

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that DANIEL C STEWART and wife, JILL CRANE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of August, 1994.

Kristl B. Carpenter  
Notary Public



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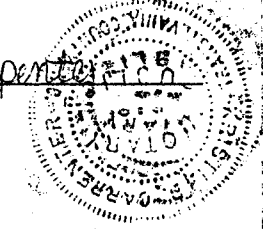
My Commission Expires: August 4, 1997.

STATE OF North Carolina,  
COUNTY OF Wilmington

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that THEODORE U. MASON and wife, DOROTHY MASON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of September, 1994.

Kristl B. Carpenter  
Notary Public



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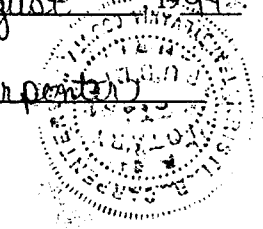
My Commission Expires: August 4, 1997.

STATE OF North Carolina,  
COUNTY OF Wilmington

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that MICHAEL E. HOLDEN and wife, MARIE ELAINS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of August, 1994.

Kristl B. Carpenter  
Notary Public



My Commission Expires: August 4, 1997.

STATE OF North Carolina,  
COUNTY OF Pennsylvania

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that W.G. SMITH and wife, S. PATRICIA SMITH, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of August, 1994.

Kristl B. Carpenter  
Notary Public

My Commission Expires: August 4, 1997

STATE OF North Carolina,  
COUNTY OF Pennsylvania

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that JAMES E CARPENTER and wife, JANET C, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of August, 1994.

Kristl B. Carpenter  
Notary Public

My Commission Expires: August 4, 1997

STATE OF North Carolina,  
COUNTY OF Pennsylvania

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that JEFFERY G BROOKSHIRE and wife, DAWN D., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of August, 1994.

Kristl B. Carpenter  
Notary Public

My Commission Expires: August 4, 1997

STATE OF North Carolina,  
COUNTY OF Pennsylvania

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that FRANK BAILEY and wife, \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of September, 1994.

Kristl B. Carpenter  
Notary Public

My Commission Expires: August 4, 1997

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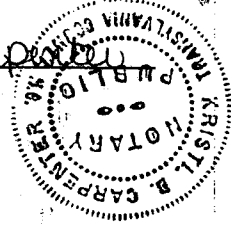
STATE OF North Carolina,  
COUNTY OF Transylvania.

I, Kristl B. Carpenter, a Notary Public of said State and County, do hereby certify that LARRY LEININGER and wife, PHYLLIS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 31 day of July, 1994.

Kristl B. Carpenter  
Notary Public

My Commission Expires: August 4, 1997.



STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate \_\_\_\_\_ of Kristl B. Carpenter

Notar(y) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 279, Page 72.

This 20 day of September, 1994, at 1:25 o'clock A. M.

Vicki L. Edwards  
Register of Deeds

By: Jean M. [Signature]  
Deputy Register of Deeds

311 738

This instrument prepared by:  
Paul B. Welch, III

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

DECLARATION OF RESTRICTIVE COVENANTS  
FOR QUAIL RIDGE

THIS DECLARATION is made on the 22nd day of November, 1988,  
by Sunrock, Inc., a North Carolina Corporation, and James Michael Owen and  
wife, Dana S. Owen.

RECITALS

The above named persons are the owners and developers of certain real property located in Transylvania County and the State of North Carolina, known as and to be known as Quail Ridge. The property restricted hereby is described in the supplemental declaration attached hereto as exhibit "A" and made a part hereof, and is further described in a plat of record at plat file 3, slide 280, Transylvania County Registry.

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

NOW, THEREFORE, Sunrock, Inc., James Michael Owen, and Dana S. Owen, declare that all of the lots and parcels in the development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this declaration, all provisions of which are hereby 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 purposes of enhancing and protecting the value, desirability, and attractiveness thereof. The provisions of this declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns, and shall, as to the owner of each lot or parcel, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and parcels in the development and their respective owners, present and future.

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DECLARATION OF  
RESTRICTIVE COVENANTS FOR  
QUAIL RIDGE, LOTS 1 - 10

These Restrictive Covenants shall apply to Quail Ridge, lots 1 through 10 inclusive, said lots of said subdivision being more fully described on the plat recorded in the office of the Register of Deeds of Transylvania County, North Carolina, in Plat File 3, Slide 280.

A-1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars.

A-2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans, specifications and site plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. It shall be the sole authority of this committee to grant or deny necessary variances to these covenants. Approval shall be as provided in part "C" hereof.

A-3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot of said subdivision at a cost of less than fifty thousand dollars (\$50,000) based upon the cost levels prevailing on the date of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand two hundred fifty (1250) square feet for one-story dwellings, nor less than one thousand fifty (1050) square feet for a structure of more than one-story.

A-4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than forty (40) feet from the center line of Quail Ridge Drive nor may any structure be built closer than fifteen (15) feet to any other lot line.

A-5. LOT SIZE AND RE-SUBDIVISION: There shall be no re-subdivision of lots 1 through 10, unless all pieces of the lot in question are being added to adjacent lots to augment their size.

A-6. EASEMENTS: As easement for the installation and maintenance of utilities and drainage facilities in favor of the developer and any Home Owner's Association hereafter formed or caused to be formed by him, is hereby reserved. Said easement shall extend five feet inward from any side lot line and ten feet inward from the margin of the right-of-way of Quail Ridge Drive. All utility lines shall be underground. No planting or other material may be placed or permitted to remain which may cause damage to or interfere with the installation or maintenance of utility lines or drainage facilities.

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A-7. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-8. TEMPORARY STRUCTURES: No structure of a temporary character such as a trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. At no time shall a mobile home be placed on any lot except that travel trailers, travel homes and campers not intended or used for on-site occupancy shall be permitted.

A-9. SIGN: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A-10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry, of any kind, shall be raised, bred, or kept on any lot except for dogs, cats or household pets which may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

A-11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage, or other wastes shall be kept in sanitary containers and shall not be visible from the street. No incinerators or other equipment for the storage or disposal of such material shall be allowed.

A-12. COMPLETION OF STRUCTURES: Construction of any building shall be completed within seven (7) months of the date that construction was begun.

A-13. SATELLITE DISHES: Outdoor dish antennae for the reception of signals from geosynchronous satellites are not permitted on any lot.

A-14. GRASS MOWING: All improved lots are subject to the requirement that the grass be mowed at least once a month during the grass-growing season. On lots 1 through 10, all grass is to be mowed. If grass is not mowed as required herein, the developer (or, after it shall be assigned this right, the Architectural Control Committee) shall cause the grass to be mowed, and the actual cost thereof shall be charged to the lot owner, and shall, if unpaid within thirty days, be a lien on the lot involved, to be filed and collected in the same manner as a lien for road maintenance. Unimproved lots shall be mowed every two months with final mowing at the end of grass-growing season.

A-15. ROAD USE: All roads within Quail Ridge are private, for the use of the developer, his heirs and assigns, and the owners of the various lots in Quail Ridge. The lot owners have the appurtenant right to use the roads within Quail Ridge for ingress and egress. Ownership of a lot within Quail Ridge shall not be deemed to give anyone the right to use the subdivision roads for access to property outside the subdivision.

A-16. JUNKED VEHICLES: Inoperable vehicles must be housed out of sight of any adjacent lot. Mechanical work on such vehicles is permitted as long as such work is not of a commercial nature.



A-17. ROAD MAINTENANCE: All roads serving platted lots within Quail Ridge shall be maintained out of the annual road maintenance fee. It shall be the responsibility of the developer to maintain said road until such time as road is paved. At that time, road maintenance will be the sole responsibility of the Homeowners Association. If at that time the developer still owns property, he will pay his proportional share. Fees may be used for future maintenance expenses, or expended for one or more of the following purposes only: maintenance of road beds, ditches, drainage lines, pavement, and/or road banks within the margins of the right-of-way (including, but not limited to, seeding, re-seeding, fertilizing, liming and mowing), and costs of billing for and collecting the road fees, including court costs and attorney fees, and costs of forming the Homeowners Association. This maintenance shall also be extended to road rights-of-way and ditch areas along S.R. 1534 and fronting lots numbered 1, 2, and 3 of Quail Ridge. Maintenance fees of lots numbered 1 and 2 of Quail Ridge shall be one-half of the annual individual lot maintenance fees of lots numbered 3 through 10.

A-18. DRIVEWAYS: All private driveways inside Quail Ridge shall be either paved or concrete within a year of construction completion.

A-19. ROADWAYS: The roadbed of Quail Ridge Drive shall be constructed according to N.C. D.O.T. specifications, except for the right-of-way width.

B-1. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet of the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

#### ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP: The Architectural Control Committee shall be composed of not more than three members duly appointed by J.M. Owen until he shall have sold all of the lots described in the plat mentioned aforesaid or shall have disposed of his interest therein; and thereafter, the said committee shall be elected by a majority of the lot owners in said subdivision.

C-2. PROCEDURE: The committee's approval or disapproval as required by the covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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GENERAL PROVISIONS

D-1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded.

D-2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

D-3. SEVERABILITY: Invalidation of any one of these covenants by Judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

D-4. ASSIGNMENT TO HOMEOWNER'S ASSOCIATION: At such time as developers cease to own any land in this subdivision, all of the developer's rights and duties hereunder shall be deemed to have been assigned to any Homeowner's Association which the

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IN WITNESSETH WHEREOF, Declarants have executed this declaration this 17<sup>th</sup> day of NOVEMBER, 1988.

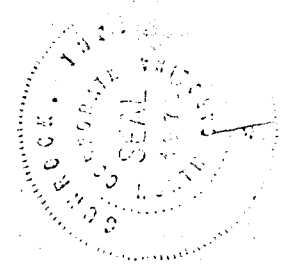
SUNROCK, INC.  
SUNROCK, INC.

BY: [Signature]  
(VICE) PRESIDENT

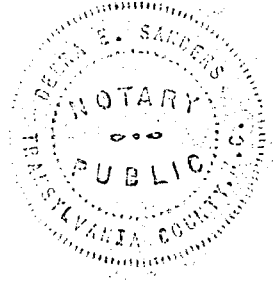
ATTEST: [Signature]  
SECRETARY (Corporate Seal)

Dana S. Owen (SEAL)  
DANA S. OWEN

James Michael Owen (SEAL)  
JAMES MICHAEL OWEN



SEAL-STAMP



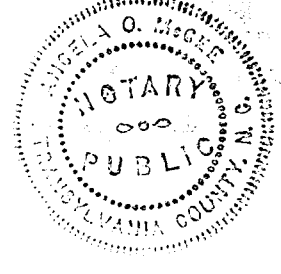
NORTH CAROLINA, TRANSYLVANIA County.

I, a Notary Public of the County and State aforesaid, certify that James Michael Owen and Dana S. Owen, appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of NOVEMBER, 1988.

My commission expires: SEPT 12, 1990

[Signature] Notary Public

SEAL-STAMP



NORTH CAROLINA, Transylvania County.

I, a Notary Public of the County and State aforesaid, certify that John Gary Allison, personally came before me this day and acknowledged that he is Secretary of Sunrock, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by John Gary Allison as its Secretary. Witness my hand and official stamp or seal, this 17th day of November, 1988.

My commission expires: 12-14-92

Angela O. McGehee Notary Public

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA  
The foregoing certificate of Dennis E. Sanders & Angela O. McGehee

Notar(y) (ies) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 311, Page 738.  
This 22 day of November, 1988, at 9:15 o'clock A.M.

Fred H Israel  
Register of Deeds

By: [Signature]  
Deputy Register of Deeds