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Rutherford County, NC  
Faye H. Huskey Register of Deeds  
BK 866 PG 347-357

STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD

✓ Drawn By: Arledge Law Firm

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**OF DEER RUN AT LAKE LURE SUBDIVISION**

WHEREAS, Ridgeline Development Corporation, a Florida Corporation (but referred to hereinafter as the Developer of Deer Run at Lake Lure Subdivision) by deed recorded in Book 827, at Page 698 in the Office of the Register of Deeds for Rutherford County, North Carolina, acquired parcels of land aggregating 97.91 acres, said property being located in Chimney Rock Township, Rutherford County, North Carolina; and

WHEREAS, Ridgeline Development Corporation (but domesticated in North Carolina as Ridgeline Development Corp. of Florida), the Owner and Developer of said property, (and the Declarant herein) intends to subdivide said 97.91 acres, and prior to subdividing and conveying lots or parcels out of said 97.91 acres (or Phases thereof) desires to place and impose certain Conditions and Restrictions upon said lots or parcels for the use and benefit of all of the lots or parcels created by such subdivision and future Owners thereof, in order to promote the best interests and protect the investments of said Owners, and the successor or successors of each of them and for the use and benefit of all subsequent Owners of said lots or parcels and each of them, and has created an entity to be known as Deer Run at Lake Lure P.O.A., Inc., which will be delegated and assigned the powers of maintaining private roads and common properties and also administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created or authorized, which entity has been incorporated under the laws of the State of North Carolina as a nonprofit POA for the purpose of exercising the functions aforesaid. It is the intention of the Developer that the provisions of the North Carolina Planned Community Act G.S.47F shall apply to the Deer Run at Lake Lure Subdivision. All lots shall be used for residential purposes except that one lot may be used for the purpose of constructing a sales office by the developer or another entity.

NOW, THEREFORE, in consideration of the premises, said owner, referred to hereinafter as the Developer of Deer Run at Lake Lure Subdivision, for the use and benefit of itself and for the use and

benefit of its successors and assigns and for the use and benefit of its future grantees, and for the use and benefit of all subsequent Owners of said lots, does place and impose hereby on all of the lots created by the aforesaid subdivision, the following Conditions and Restrictions:

**ALL PHASES OF DEVELOPMENT:**

1. Any detached out buildings, including the location, must be approved by the Architectural Control Committee as long as the materials used to cover the outside, matches the outside covering of the residence. Any approved detached out buildings, storage sheds, external detached garages, pump houses and/or work buildings shall have the external wall covering, foundation, veneer and roof material be constructed of like material as the primary residence.
2. No satellite dish, larger than 2 feet in diameter, shall be allowed.
3. Each Owner of a Lot in Deer Run at Lake Lure Subdivision will be a member of the Deer Run at Lake Lure P.O.A., Inc.
4. Each Lot will have one (1) vote in the Association regardless of the number of Owners of that Lot.
5. The Developer, Ridgeline Development Corporation., retains unto itself, up until the time the Property Owner's Association is turned over to the new Owners, the right to:
  - a) Add to or amend these Covenants and Restrictions for any lots still owned by the Developer by recording said changes in the Rutherford County Register of Deeds Office.
  - b) Grant variances for any provision of these Covenants and Restrictions to any individual Lot Owner by providing the variance in writing in recordable form to the said Owner. Variances may be granted by the President and Vice-President of the Property Owner's Association after the property has been turned over to the Association as provided in Paragraph 7 hereafter. (It will be the new owner's responsibility to record said variance for it to become effective).
6. The Covenants and Restrictions herein set forth (or as amended) shall exist and be in full force and effect until December 31, 2033 and shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such a ten (10) year period an instrument signed by the Owners of a majority of Lots subject to this Declaration agreeing to terminate, amend or modify the Declaration shall have been recorded in the Office of the Register of Deeds of Rutherford County, North Carolina.
7. At the discretion of the Developer or when 75 % (3/4) of the Lots in all Phases are sold (whichever comes first) the Association may be turned over to the Owners of said lots and they will elect their own officers by a majority vote. (President, Vice President, Secretary, Treasurer, and an alternate) and assume all management responsibilities with the following terms and conditions:
  - a) Each officer must be a deeded owner or the legally married spouse of a deeded owner and may only serve two (2) consecutive terms in the same office unless 75% of the owners vote

- to extend the number of terms for a specific officer.
- b) The maximum expenditures or total encumbrance of the Association that may be approved by any single officer is Two Hundred Dollars and 00/100 (\$200.00). The approval must be kept by the Treasurer along with the other financial records.
  - c) The Treasurer may sign checks up to Two Hundred Dollars and 00/100 (\$200.00). All checks more than Two Hundred Dollars and no cents (\$200.00) must have the signatures of two (2) officers.
  - d) In the event the office of President becomes open during the year, the Vice President will automatically become President.
  - e) If the offices of Vice President, Secretary or Treasurer become open during the year, the position will be filled by the alternate.
  - f) If the position of Alternate becomes open during the year, the President, Vice President, Secretary and Treasurer will select from the Property Owner base, someone willing to fill the Alternate position for the remainder of the year.
8. After the Developer turns the Association over to the lot Owners, the elected President and Vice-President and Architectural Control Committee of the Deer Run at Lake Lure P.O.A., Inc. will have the right to grant variances pertaining to any individual Lot as set forth in paragraph 5 above after a majority vote.
9. The Property Owner's Association, through one or more of its elected officers, will have the power to enforce, in accordance with the laws of North Carolina, collection of dues and compliance to the Covenants and Restrictions, including the recovery of damages and the restraining of violations.
10. The Elected Officers will have the power to set Property Owner's Association dues on a yearly basis. However, if these dues need to be adjusted upward, more than 5% in any given year, then a meeting with the entire Association Members must be called. A notice of this meeting needs to be sent out at least thirty (30) days prior to the meeting at which time 75% of the members, in good standing, attending the meeting in person or through proxy (provided a quorum is present) must vote positive to effect the increase.
11. At the first annual meeting called by the Developer, no quorum need be present. However, at all future meetings called by the Association, a quorum of 51% must be present (in attendance or through proxy) to effect any business. If a quorum is not met, then a second meeting for the same purpose may be called with a two (2) week notice and Twenty-five and one-half percent (25 ½ %) of the owners will constitute a Quorum. However, at least a two (2) week notice to all members restating the purpose of the meeting and that those present will constitute a quorum, will be sent to all members.

12. The Developer and Deer Run at Lake Lure P.O.A., Inc. will be exempt from paying any Association dues on any Lots or Common Areas owned.
13. Any Lots exempt from paying dues will not be eligible to:
  - a) Vote on any matters regarding dues.
  - b) Count toward a quorum on votes regarding dues (all other rights are retained).
14. Each lot owner will pay Three Hundred Dollars and no cents (\$300.00) per calendar year Association dues. These Funds will be used for maintenance of roads, common areas, such as the front entrance or any ponds built by the Developer, and other minor Association expenses (i.e. postage, meeting place, taxes, etc.). Prorated dues will be collected at closing for the remainder of the existing calendar year, excluding the month of closing. These dues can be adjusted by the Association, per the above guidelines. If the property owners do not receive a bill from the Deer Run at Lake Lure P.O.A., Inc., it does not relieve the owners of the responsibility to pay their dues on time without penalty.
  - a) Any member not paying their dues promptly (by January 31<sup>st</sup> of each calendar year) will be assessed an additional Ten Dollars and no cents (\$10.00) per month fee. A member who does not receive a dues notice by or before January 31<sup>st</sup> of any calendar year, is still responsible for the payment of the dues thereof.
  - b) Any owner that is delinquent for five months or 150 days, whichever comes first, will be given notice by certified mail of the amount due with request for prompt payment within Ten (10) business days.
  - c) If, after that notice (sent by certified mail), the dues are still not paid in full within the required Ten (10) days, then an elected officer of the Association may, at his/her discretion, file with the Clerk of Superior Court, for the payment of dues, late fees and the recovery of any and all expenses incurred in regards to the collection process. Also, the Association may pursue any other legal remedies deemed advisable, including the filing of a lien and if necessary, the foreclosure thereof.
15. As to the raising of livestock or animals in the subdivision the following applies:
  - a) There shall be no raising of livestock or other animals in the subdivision.
  - b) Only domestic animals are permitted to be kept. Examples of domestic animals are dogs and cats.
  - c) Household pets are to be removed from the subdivision if they become a nuisance to other lot owners.

16. As to the restrictions of the appearance of the lots, the following applies:
  - a) No un-licensed, unregistered or uninsured vehicle may be placed on any lot.
  - b) No tractor trailers, large tandem dump trucks or large equipment may enter the subdivision except for the purpose of delivery or pick-up of material for the purpose of construction of the home.
  - c) No vehicles are to be parked on the roadway in any manner.
  - d) All lots shall have at a minimum graveled driveway with a drainage pipe.
  - e) Temporary housing, such as campers, tents, trailers, etc. are not to be used as residences during the construction of a home or anytime thereafter.
  - f) No commercial operation shall be established or operated in the subdivision that violates any Covenant, or Restriction, becomes a disturbance to the other lot owners, or negatively affects property values excepting, one (1) lot to be used by Developer as a Sales Office, until all lots are sold.
17. There is a 20-foot utility and drainage easement reserved along lot lines, 10 feet on either side of the line. Where lots abut the outside line, a 15-foot easement is reserved within the lot. Utility easements, site easements, road rights of way and minimum building set backs pertaining to any Phase of development, shall be as shown on plats thereof of record. Unless otherwise shown on plats of record to any future development or Phases of development, the utility easements, road rights of way, and minimum set back lines shall be as follows:
  - a) A right of way of all roads will be 45 feet, unless shown otherwise on the recorded plat.
  - b) Unless otherwise shown on the recorded plat, Building setbacks are as follows: 20 feet from all street right of way lines; 20 feet from all rear lot lines; 15 feet from all side lot lines; 20 feet from all outside boundaries.
18. The Developer retains the right to add to the Subdivision and to this original Declaration, any real estate which said Developer may acquire in the future provided that any such future acquired real estate is adjacent or contiguous or in the general vicinity of the original 97.91 acre tract herein above referred to. Any such future acquired real estate may, upon the recording of a Supplemental Declaration, be subjected to all the provisions, rights, duties, privileges and obligations as set forth in this Declaration.
19. An Architectural Control Committee, which approves all architecture of the primary residence, pools and detached buildings, construction of the aforementioned structures, all trees and mountain laurel removal (for trees that meet the criteria listed in paragraph 22 of this document), and all deviations shall be established. At the discretion of the Developer or when 75 % (3/4) of the Lots

in all Phases are sold (whatever the Developer decides), the residents and lot owners may take control of this committee. Until such time however, the developer, Ridgeline Development Corporation, will have complete control of the Architectural Control Committee, and make the sole decisions on the above mentioned items. At the time of the lot owners taking control of the Architectural Control Committee, each lot owner will have one (1) vote on the above mentioned subjects. The Architectural Control Committee can be called into a meeting at any time deemed necessary by any of its members and decisions will be binding, if a majority of its members agree, either in person or by correspondence. This committee, after the turnover to the Association from the Developer, will comprise the officers of the Association and their sole decision is binding. Each officer of the committee will have one (1) vote and the majority of the votes will decide outcomes and as with Association guidelines, quorum rules will apply.

No construction shall commence until the architecture of all structures, the siting of the aforementioned structures on the lot, and the tree removal (those trees that meet the criteria listed in this document) are approved by the Architectural Control Committee or the Developer.

The Architectural Control Committee or the Developer will provide its decision in writing to the lot owner within fourteen (14) days of the lot owner submitting to the committee the following documents:

- a) An impact fee of \$850.00 and a blueprint package of all structures which include:
  1. Application Form filled out and signed by new owners.
  2. Two copies of elevation and floor plans.
  3. Property survey plot stamped by surveyor with proposed house location on it. (Note: Builder to stake out 4 corners of house before submitting application).
  4. Two copies of Vegetation and landscape plans must be submitted.
  5. Exterior wall finish details, including color samples, material type and window design.
  6. Copy of Builders Risk Insurance.
  7. Copy of Builders Workman's Comp Insurance.
  8. Copy of Builders General Liability Insurance.
  9. Copy of Builders North Carolina Contractor's License.
  10. Copy of Septic System Permit.

11. Copy of Building Permit.
  12. Address of Building site.
  13. Proof of property ownership.
  14. Impact fee of \$850.00 to be paid for new construction.
  15. Impact fee of \$350.00 to be paid for additions and modifications.
  16. Floor space specifications for each floor indicating the total square footage of each floor.
  17. Roof details including roof covering type and overhang details.
  18. No trailers or modular homes are allowed within the community. Conventionally built log cabins and stick built homes are acceptable.
- b) Lot plat with all structures laid out on said plat.
  - c) A color sample of exterior wall color, roof color, and foundation color must be submitted and approved by the developer and/or the Architectural Control Committee.
  - d) No site-work or construction of any kind may be performed until a written approval of plans has been issued by the Developer or the Architectural Control Committee.
- NOTE: The fourteen (14) day approval will begin when the committee receives the complete package.
20. The boundaries outlined in the recorded Subdivision plats shall not be altered by subdividing any of the lots or by adjusting the boundaries in any way, except by the developers. There shall be no subdivision of the lots and only one house can be constructed on each lot.
  21. The provisions for the building setbacks are as follows:
    - a) A utility and access right of way of forty-five (45) feet are reserved for all lots along the main subdivision road.
    - b) The developers of Deer Run at Lake Lure Subdivision reserve the right to amend the building setbacks on an individual basis.
  22. The restrictions concerning the removal of brush, vegetation, trees, and laurel are as follows:
    - a) No trees larger than 8' (as measured at the base, 1" from the ground) shall be removed

except as necessary for the construction of driveways, home site, external storage building, garage or swimming pool, except in the case of a downed or decaying tree or as approved by the Architectural Control Committee or the Developer. Any cutting or clearing of brush, vegetation or trees shall be completed with the removal (from the subdivision) of the debris within thirty (30) days of the start of the activity, if the debris is visible from the public road. If not removed within the stated time, the Architectural Control Committee or the Developer, reserves the right to hire a contractor, at the lot owners' expense, to remove the debris.

23. No discharging of firearms will be allowed from, on or over any Common Areas, road right of way, or within Five Hundred (500) feet of any residence in Deer Run at Lake Lure Subdivision. All Laws of the State of North Carolina must be adhered to. No firearms may be discharged so as to become a noise or safety issue to other Property Owners
24. There shall be no accumulation or burning of junk or trash allowed on any Lot in Deer Run at Lake Lure Subdivision. Brush may be burned but only after the Developer has been notified and the Property Owner must obtain a fire permit. The Property Owner doing the burning, assumes the risk and will be held financially responsible if any damage is done to any part of the development because of the burning. The fire permit does not relieve the Property Owner from this responsibility.
25. Initially, the Developer of Deer Run at Lake Lure Subdivision will complete all roads in the Subdivision and maintain same until the Developer turns it over to the Property Owner's Association. Pursuant to the provisions of Section 136-102.6 of the North Carolina General Statutes prospective purchasers of Lots and Property in the Subdivision of any Phase described or shown on the plat are hereby advised that the roads and streets are private and the responsibility for the maintenance of said roads and streets rests with the Developer and/or the Property Owner's Association until such time as the roads are included into the State Highway System for maintenance. The roads in Deer Run at Lake Lure Subdivision are built to County standards for private roads and may not meet State standards.
26. Unless otherwise ordered by Rutherford County, no parcel of land in Deer Run at Lake Lure Subdivision may be used as ingress or egress to or from other properties not originally a part of the Subdivision (unless such other properties are added by the Developer as permitted by paragraphs above) or unless an easement already existed at the time the Developer purchased the property.
27. Subject to any provisions herein limiting the powers of the Property Owner's Association or providing for the Developers' rights or authority during the period of Developer Control, it is the intent of this Declaration that the Developer and the Property Owner's Association have such powers or authority set forth under North Carolina General Statute Section 47F-3-103 and all other provisions of Article 3 of Chapter 47F relative to enforcement of these Covenants and the management of the Property Owner's Association.



28. As to the provisions regarding the roads, the following applies:
- a) Any damage to roads, entrance or drainage areas of Deer Run at Lake Lure Subdivision by lot owners or their guests or contractors working for a lot owner, must be repaired at the expense of the lot owner within thirty (30) days. If not repaired within the thirty (30) day window, the developer will contract for the repair at the lot owners expense.
  - b) Necessary precautions shall be used when ground disturbing activities are undertaken. All streams, drainage ditches and roadways must be protected from erosion caused by the aforementioned activities. If the aforementioned areas are not protected from the erosion, then the developer will contract for the proper protection and the lot owner will be charged for the expense of the contract.
  - c) All lot access roads and driveways shall be connected to the subdivision road(s).
  - d) All roads and driveways that serve two or more lots as shown on the original plats recorded by the Developer, will be maintained by the Developer until turned over to the Property Owner's Association.
  - e) All State laws are to be observed on subdivision roads.
29. The Developer, during the period of Developer Control, and then the Property Owner's Association, shall have the right to promulgate and enforce reasonable regulations governing the use of the Common Properties, to insure the rights to use the Common Properties to the Owners, and the safety of all Owners on the Common Properties; and the Developer (and then the Property Owner's Association) shall have the right to grant utility, drainage and other easements across the Common Properties.
30. The Developer intends to develop the property covered by this Declaration in Phases, and this Declaration shall apply to all Phases except that Special Provisions may be added to this Declaration pertaining to each individual Phase, either by Amendments to this Declaration or a Supplemental Declaration as to each Phase.
31. The Developer hereunder reserves the right, but does not create the obligation, by instrument in writing and properly recorded, to transfer all powers, rights, easements, privileges, and/or duties reserved to Developer herein in order to vest the same in the Property Owner's Association, except that the Developer alone shall retain the right to modify these Restrictions during the period of Developer Control. Subsequent to the conveyance to the Property Owner's Association of rights hereunder retained and during the period of Developer Control, Developer shall continue to retain the right to overrule any decision by the Property Owner's Association, when Developer deems that such is necessary and appropriate in its sole and uncontrolled judgement and discretion to facilitate development of the property.
33. It is the intent of this Declaration to create a Planned Community under the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes. Provided, however, that in the

event of a conflict between the provisions of this Declaration or the By-Laws and the provisions of Chapter 47F, the provisions of this Declaration shall control. Further, the provisions of this Declaration shall be interpreted so far as possible in a manner consistent with the provisions of the North Carolina Planned Community Act.

33. No signs except for those signs approved by the Developer or Property Owner's Association will be allowed.
34. These Covenants and Restrictions are to run with the land and shall be binding on the Developer and all persons claiming under it. The invalidation of any one of the Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These Covenants may be enforced by the Developer, the Property Owner's Association or the Owner of any Lot within the Subdivision. If an action is brought by the Developer or the Property Owner's Association to enforce any of these covenants, the violator must pay all costs and expenses of such action, including reasonable attorney fees.
35. To the type of construction allowed, the following applies:
  - a) Only residences (permanent or vacation), except for the lot reserved for a sales office, consisting of the stick built variety shall be constructed in the Deer Run at Lake Lure Subdivision.
  - b) No single wide or double wide trailers or modular homes are permitted to be placed in the subdivision, whether temporary or permanent.
  - c) No home shall be constructed on any lot within the subdivision having less than one thousand (1000) square feet of heated living area. The floor space required above shall not include basements, porches, verandas, breeze ways, or garages. No asbestos siding shall be used. Homes shall have the exterior completed within six (6) months of start of construction.
  - d) Exterior walls shall be constructed of logs (in the case of a log home), natural wood siding and/or rock or rock veneer.
  - e) Roof material shall be comprised of a manufactured colored metal or an architectural shingle.
  - f) All basements/crawlspace must be stuccoed and painted or have stone veneer.
36. The Developer, retains unto itself, until turned over to the Property Owner's Association or three-fourths (3/4) of the total lots are sold, the right to:
  - a) Add or amend these Restrictions for any lots still owned by the developer by recording said changes in the Rutherford County Register of Deeds Office.
  - b) Grant variances for any provision of these restrictions to any individual lot owner by providing the variance in writing to the said owner.

- c) After the Developer turns over to the Property Owner's Association or after three-fourths (3/4) of Deer Run at Lake Lure lots are sold, all powers contained within these restrictions and enforcement of them, remand to the Property Owners Association and the Architectural Committee.

IN WITNESS WHEREOF, Ridgeline Development Corporation, has caused this instrument to be signed in its name by its duly authorized officer, this 17 day of February, 2004.

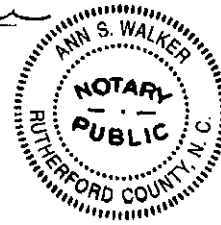
[Signature] (SEAL)  
Alan C. Tanner - President

~~STATE OF FLORIDA~~  
NORTH CAROLINA  
COUNTY OF RUTHERFORD

I, the undersigned Notary Public of the County and State aforesaid, certify that Alan C. Tanner, President, personally came before me this day and acknowledged that he is President of Ridgeline Development Corporation, a Florida Corporation, and that by authority duly given and as an act of said Corporation, he signed the foregoing instrument for and on behalf of Ridgeline Development Corporation.

Witness my hand and official stamp or seal, this the 17 day of FEBRUARY, 2004.

[Signature]  
Notary Public



My commission expires: May 5 2007

The foregoing Certificates of Ann S. Walker

\_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

[Signature] REGISTER OF DEEDS FOR RUTHERFORD COUNTY

By [Signature] Deputy/Assistant-Register of Deeds