

This instrument prepared by: REGISTERED
Frank G. Queen, Attorney BOOK 450 PAGE 395

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HAYWOOD COUNTY
NORTH CAROLINA

Amy P. Ramsey
REGISTER OF DEEDS RESTRICTIVE COVENANTS
HAYWOOD CO., N.C.

This DECLARATION is effective this 7 day of November,
1995 by C. Dwight Donaldson and wife, Kathi J. Donaldson
("Declarant") and

W I T N E S S E S

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

A portion of the property described in Deed Book 441, page
14, which has been developed as "Hunters Ridge" and is
further shown on the survey and plat of R.H. Moore, RLS
dated May 11, 1995, recorded in Plat Cabinet C, Slot 1274,
Haywood County Registry.

Now THEREFORE, Declarant hereby declares that all of the
roads and numbered lots shown on the recorded plat shall be
subject to the following restrictions, which are for the purpose
of protecting the value of the real property and be binding on
all parties having any interest in it. These restrictions shall
be an appurtenance to the real property and be binding on all
future owners without their joinder.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean Hunters Ridge Owners
Association, Inc., its successors and assigns.

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

Section 3. "Property" shall mean the real property
described above, and such additions as may brought within the
jurisdiction of the Association. Declarant may subject other
property to these restrictions by reference in the deed of
conveyance or by an amendment signed solely by the Declarant.

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Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. In addition, "Common Area" shall include the roadways used in common leading to and within the subdivision, even though the title to the roadways might be in the names of others.

Section 5. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area and road rights-of-way.

Section 6. "Declarant" shall mean C. Dwight Donaldson and wife, Kathi J. Donaldson, their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Uses prohibited. Property shall be used for residential purposes and for limited home occupations. Lots containing a minimum of two acres may maintain no more than 1 grazing animal (horse or similar) per acre on that Lot. No tent, trailer or factory manufactured building shall be used as a residence. This shall prohibit mobile homes and modular homes. Numbered lots may not be subdivided without the prior written approval of Declarant or Declarant's assigns.

Section 2. Size requirements. Every home shall contain a minimum of 1,400 square feet of heated floor space, exclusive of decks, porches and garages.

Section 3. Home occupations. Limited home occupations are permitted in the subdivision, provided that they comply with these rules at all times:

a. All parking for visitors are off the common roadway easements of the subdivision.

b. No signs of any type describing the business shall be placed on the premises.

c. No more than two customer vehicles are permitted on a Lot at any time.

d. Nurseries (for sale to wholesalers only) and stables (with limited riding instruction) are permitted in this subdivision provided they comply with these restrictions.

Section 4. Easements. Declarant reserves the right to subject the properties to a contract with a public utility for the installation of underground electric cables which may

require an initial contribution to the utility by the owner of each building. Each lot shall be further subject to, and Declarant reserves, easements for the installation, maintenance and replacement of water, sewer, electric, cable television, telephone and similar utility service lines in, on and over the lots as deemed necessary by Declarant or their assigns.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. If more than one person owns a Lot, then the voting privileges for that Lot shall be apportioned as the owners desire, but fractional votes shall not be allowed.

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 Property, 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 Property and for the improvement and maintenance of any Common Area and the access roads to and through the Property. The initial road is shown on the plat recorded in Cabinet C, Slot 1274, Haywood County Registry -- other roads may be added by the Declarant's amendment of these restrictions or by the recording of another plat.

Section 3. 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 the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 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 5. Uniform Rate of Assessment: Declarant Exception. Both annual and special assessments must be fixed at a uniform rate of all Lots and may be collected on a monthly basis. In spite of any provision to the contrary Declarant shall not be required to pay any assessments on lots prior to their sale to subsequent owners.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of that lot by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association 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 officer 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 7. Effect of Nonpayment of Assessments: 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 8 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 roads or abandonment of his Lot.

Section 8. 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.

Section 9. Declarant collection of assessments. Until the Association is formed to carry out the duties described in this section, the Declarant may undertake those duties. In that case, each lot owner shall pay the sum of \$100 per year (to be adjusted by Declarant annually) for road maintenance to the Declarant.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, 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 Declarant or an architectural committee composed of three (3) or more representatives appointed by the Declarant. If Declarant or the designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, then approval will not be required and this Article will be deemed to have been fully complied with.

This Article shall not apply to structures erected by Declarant on lots owned by it prior to sale to a subsequent owner.

Upon the Declarants' sale of the last lot in the subdivision, the duties of this Article shall pass to an Architectural Committee appointed by the Association.

ARTICLE VI

GENERAL PROVISIONS

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Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all the provisions of this Declaration. Failure by the Association or by an 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 each. This Declaration may be amended by an instrument signed by the Declarant, acting alone, or by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded to be effective. This amendment section cannot be amended without the consent of the Declarant, so long as they own at least one Lot.

Section 4. Annexation. Additional property and Common Area may be annexed to the Property with the consent of the Declarant, acting alone, or by the consent of the owners of at least two-thirds (2/3) of the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals, this day and year first written above.

DECLARANT:

C. Dwight Donaldson (SEAL)
C. Dwight Donaldson

Kathi J. Donaldson (SEAL)
Kathi J. Donaldson

HAYWOOD COUNTY -- NORTH CAROLINA

I, a Notary Public, of the County and State aforesaid, certify that C. Dwight Donaldson and wife, Kathi J. Donaldson, Declarant, personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp of Seal, this 7 day of November, 1995.

11-2-97
My commission expires



Pamela N. Starnes
Notary Public

STATE OF NORTH CAROLINA, HAYWOOD COUNTY
The foregoing certificate of Pamela N. Starnes

is certified to be correct.
This 7 day of November, 1995, Book 45 Page 395

By: Jackie D. Davis
Deputy

Amy R. Murray
Register of Deeds
AMY R. MURRAY