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TODD RABY
REGISTER OF DEEDS
BY: TODD RABY
REGISTER

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PREPARED BY AND RETURN TO:

Derek M. Wenzel

Wenzel & Wenzel, PLLC

STATE OF NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

COUNTY OF MACON

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNSET RIDGE AT WILDLIFE PROPERTIES (as may be amended or supplemented as set forth herein, "Declaration") is made this 22nd day of December 2008 by Wildlife Properties, LLC, a North Carolina Limited Liability Company (the "Declarant"), the owner of land as shown on plat recorded on Card 4, Pgs: 5466, 5467, 5965, at Macon County Registry, being lots 201-257 of Sunset Ridge at Wildlife Properties.

WITNESSETH:

WHEREAS, Declarant is the owner and developer of a tract of real property located in Macon County, North Carolina, generally known as "Sunset Ridge at Wildlife Properties"; and

WHEREAS, Declarant or its successors or assigns intends to convey Lots (defined as any individually numbered plat of land) in Sunset Ridge at Wildlife Properties, hereinafter referred to as The Development, to various persons, firms and/or corporations, subject to certain restrictive covenants provisions which are deemed to make The Development more desirable and to be for the benefit of all those who acquire title to any one or more of said Lots, to the end that the restrictive covenants provisions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any or all of said Lots and which shall be binding upon each such person, firm or corporation to whom or to which the Declarant or its successors or assigns may hereafter convey any of said Lots; and

WHEREAS, Declarant or its successors or assigns desires, for benefit of the Development and for the benefit of the Owners of said Lots, that the Development be developed and used exclusively as hereinafter set forth; and

WHEREAS, Declarant desires that all of the above-described real property be developed as a "Planned Community" under and by virtue of the North Carolina Planned Community Act (G.S. 47F-1-101 et seq.) which is hereinafter referred to as "the Act"; and

THEREFORE, the Declarant hereby declares that all of the Lots located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots. All of these restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any of the Property.

ARTICLE I – DEFINITIONS

1. **"Association"** means Sunset Ridge at Wildlife Properties Property Owners Association, Inc., a North Carolina Non-Profit Corporation organized as allowed under North Carolina law, including G.S. 47F-3-101, with its principal place of business in Macon County, North Carolina.
2. **"Board"** means the Board of Directors of Sunset Ridge at Wildlife Properties Property Owners Association, Inc.
3. **"By-Laws"** means the By-Laws of the Sunset Ridge at Wildlife Properties Property Owners Association, Inc.
4. **"Common Elements" or "Common Areas"** means all easements for public and private utilities, pedestrian and recreation easements, and any other property (real or personal or mixed) or interest therein which the Declarant declares to be a Common Area and/or which the Association acquires and accepts as such. Common area shall also include the right to use the amenities to be owned by Sunset Ridge at Wildlife Properties, which includes a clubhouse with a kitchen, exercise room and a swimming pool, once built in the approximate location as shown on Card 5467. Type A Motorhome lot owners will have amenities exclusive to those lot owners only.
5. **"Declarant"** means Wildlife Properties, LLC, its successors and assigns.
6. **"Declaration"** means the Declaration of Protective Covenants, Conditions, and Restrictions for Sunset Ridge at Wildlife Properties dated the 15th day of August, 2008, and as the same may be supplemented or amended from time to time.
7. **"Development" or "Properties"** mean all that certain property described as shown on plat recorded on Card 4, Pgs: 5466, 5467, 5965, at Macon County Registry, being

lots 201-257 of Sunset Ridge at Wildlife Properties and any other property subsequently made a portion of the Development by the Declarant pursuant to the provisions of this Declaration.

8. **"Improvements"** means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antenna, and any other structure of any type or kind or any land clearing whatsoever.
9. **"Lot"** means any parcel of land for a Type A Motorhome designated for separate ownership or occupancy by a lot owner, located within the property together with an appurtenant easement for pedestrian and vehicular egress, ingress, and regress thereto over and across each road abutting and traversing said lot which is shown on any recorded plat or referred to in any deed. The boundary of a lot shall be as defined on any plat or in any deed, although that portion which shall lie within any road right of way shown thereon or referred to therein shall be subject to certain restrictions set forth in the Declaration.
10. **"Occupant"** means any Person occupying all or any portion of a lot or other property located within the Development for any period of time, irregardless of whether such person is a guest of the Owner of such property.
11. **"Owner"** means (1) Any person, firm, corporation, or other legal entity (including the Declarant) who or which holds fee simple title to any lot or (2) any person, firm, corporation, or other legal entity who has contracted to purchase fee simple title to any lot pursuant to a written agreement giving such purchaser immediate possessory rights. Owner does not include a person having an interest in a lot solely as security for an obligation.
12. **"Type A Motorhome"** means a Motor Coach that is self-propelled, completely self-contained vehicle that contains all the conveniences of a home, including cooking, sleeping, and permanent sanitary facilities. In addition, the driver's seat must be accessible in a walking position from the living quarter and as defined by Family Motor Coaching Association and/or Declarant. All Type A Motorhome's must be not less than 35 feet in length, registered, road worthy, and cannot be older than 10 years of age or approved at the discretion of the Declarant, its successors, assigns and/or the Board of Directors.
13. **"Sunset Ridge at Wildlife Properties Standard"** means the standard of conduct, maintenance or other activity generally prevailing in the Sunset Ridge at Wildlife Properties. Such standards may be more specifically determined by the Board of Directors of the Association. Such determination, however, must always be consistent with the Sunset Ridge at Wildlife Properties Standard originally established by the Declarant.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

1. **LEGAL DESCRIPTION.** The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is the land as shown on plat recorded on Card 4, Pgs: 5466, 5467, 5965, at Macon County Registry, being lots 201-257, more commonly referred to as "Sunset Ridge at Wildlife Properties."
2. **ADDITIONS TO PROPERTY.** The Declarant or its successors or assigns may add additional property or Lots, as Declarant or its successors or assigns may from time to time designate as being subject to this Declaration, provided, however that all future additions shall require Owners to participate in the comparable fashion in the maintenance of common areas, including roads. Notwithstanding anything herein to the contrary, no property or Lots may be added or withdrawn from being subject to these covenants and restrictions without the consent of the Declarant or its successors or assigns, and these covenants and restrictions may not be revoked or amended without the written consent of the Declarant or its successors or assigns.

ARTICLE III - PROPERTY RIGHTS IN COMMON AREAS

1. **OWNER'S EASEMENTS OF ENJOYMENT.** Except as herein otherwise provided, each Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to his/her Lot. Such rights and privileges shall be subject, however, to the following:
 - a. The right of the Board to suspend the right of any Owner or the privilege of any Resident to use such of the Common Areas that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Areas for a period not to exceed sixty (60) days for each such infraction, or for any non-payment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such non-payment or delinquency;

- b. The right of the Board to adopt and enforce and from time to time amend reasonable limitations upon use and Rules and Regulations pertaining to the use of the Common Areas, including regulations limiting guests of Owners and Tenants who may use the Common Areas at any one time;
 - c. Owners must abide by the Rules and Regulations of Sunset Ridge at Wildlife Properties, which govern the shared common areas located there. The Declarant and/or the Association may limit or suspend the right of any Owner or the privilege of any Resident to use such for any infraction of the Rules and Regulations for a period not to exceed sixty (60) days for each such infraction.
 - d. Owners, Occupants and their guests shall use the Common Property at their own risk and shall assume sole responsibility for their personal belongings used or stored on the Common Property. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, not for loss or damage to personal belongings used or stored on the Common Property.
2. **EXTENSION OF USE.** Any Owner may extend their right of enjoyment to the Common Areas to the immediate and/or extended members of their family, tenants, or guests. Use is subject to the Rules and Regulations of Sunset Ridge at Wildlife Properties which can limit the number of guests.
3. **USE OF COMMON AREAS BY DECLARANT.** In addition to the specific rights and easements reserved herein, Declarant and its affiliates and associates shall have the same rights of use and enjoyment of the Common Areas as the Owners and shall have the right to use Common Areas for promotional, sales and similar purposes until all of the Lots have been sold.
4. **CONVEYANCE BY DECLARANT.** The Declarant may, at sometime in the future, transfer or convey to an Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefit of its members. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not such property has been made available for the use of Owners. The Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of subdivision for the Development.

ARTICLE IV – PROPERTY OWNERS ASSOCIATION

1. **PROPERTY OWNERS ASSOCIATION.** Each Lot owner(s), by acceptance of a deed, shall be a member of the Sunset Ridge at Wildlife Properties Property Owners Association, a nonprofit corporation organized and existing under the laws of the State of North Carolina, its successors and assigns (hereinafter the “Association”). Membership in the Association shall be subject to the following rights, terms, and conditions. The powers of the Association shall be construed liberally and shall include, without limitation, all of the powers set forth in *Section 47F-3-102* of the Planned Community Act.
2. **MEMBERSHIP.** Every person or entity who is a record fee simple Owner of a Lot, including the Declarant or its successors or assigns, at all times as long as they own all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such as security for the performance of an obligation (i.e. a lien, mortgage or deed of trust holder) shall not be a member. Each individual Lot shall be subject to assessment. Conveyance of fee simple title to a Lot automatically transfers membership in the Association without necessity of further documents.
3. **VOTING.** The Declarant or its successors or assigns shall exercise total control of the Association so long as it owns a Lot in the Development. Declarant may turn over control at any time prior if Declarant so desires. After turnover of control of the Association to the Owners, other than the Declarant or its successors or assigns, each Owner of a Lot shall be entitled to one vote for each Lot owned in the Development. The Declarant shall be entitled to one (1) vote for each Lot owned by the Declarant.
4. **BOARD OF DIRECTORS.** The Board of Directors, and such officers as may be elected or appointed in accordance with the Articles or the Bylaws, shall conduct the affairs of the Association. The Board of Directors may also appoint committees and managers or other employees and agents, who shall, subject to the general direction of the Board of Directors, be responsible for the day-to-day operation of the Association. The Declarant reserves the right to appoint the members of the Board of

Directors of the Association until the Declarant has sold and closed on one hundred percent (100%) of all the Lots in this Development.

5. **RULES AND REGULATIONS.** The Declarant, or the Association, by a majority vote of the Board of Directors, may from time to time adopt, amend and repeal Rules and Regulations. The Rules and Regulations may, without limitation, govern use of the Development, including prohibiting, restricting or imposing charges for the use of any portion of the Development by Owners, Residents or others, interpret this Declaration or establish procedures for operation of the Association or the administration of this Declaration; provided, however, that the Rules and Regulations shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Rules and Regulations, as they may from time to time be adopted, amended or repealed, shall be maintained in the office of the Association and shall be available to each Owner upon request.

6. **MAINTENANCE OBLIGATION OF THE ASSOCIATION.** The Association, at its expense, shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas and all improvements located thereon for the common benefit of the Development. The Association may use funds to contribute to the upkeep of common areas, maintenance fees applicable, and all utilities located at or lines that service Sunset Ridge at Wildlife Properties, as well as to contribute to the upkeep of roads leading to the State Road. The Association shall make the determination as to when maintenance, repair, replacement and care shall be done, and its determination shall be binding.

7. **MAINTENANCE OBLIGATION OF THE LOT OWNERS.** The responsibilities of each Lot Owner shall include:
 - a. All maintenance of the Lot, concrete pads, stone walls, outside grills, fireplace, storage shed, landscaping, and all other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Sunset Ridge at Wildlife Properties Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; keeping improvements, and exterior lighting in good repair and working order; landscaping; lawn mowing to the extent not performed by Declarant; keeping walkways, patios, driveways in good repair; complying with all governmental health and police requirements; maintenance of grading and storm water drainage as originally established on the Lot; and repair of exterior damages to improvements. The exterior of structures or storage buildings, shall be kept in good looking condition (stained-if applicable), cleaned, and in a well-maintained condition at all times. In the event that the Declarant determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance,

repair or replacement of items for which such Owner is responsible hereunder, the Declarant shall, except in an emergency situation, give the Owner written notice of the Declarant's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The owner shall have ten days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Declarant and/or Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as an individual assessment.

- b. To perform their responsibilities in such manner so as to not unreasonably disturb others residing within the Development.
- c. Not to impair the use of any easement without first obtaining the written consents of the Association and of the Owner or Owners for whose benefit such easements exists.
- d. Each Lot Owner shall be deemed to agree by acceptance of delivery of a deed to a Lot, to repair and/or replace at their expense all portions of the Common Areas which may be damaged or destroyed by reason of his or her own intentional or negligent act or omission, or by the intentional or negligent act or omission of any invitee, tenant, licensee family member, including, but not limited to any repairs necessary which result from damage incurred by pets or vehicles owned by the Lot Owner, or owned by any guest, invitee, Tenant or licensee of such Lot Owner.
- e. Each Owner shall keep drainage ditches and swales located on the lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon their lot as may be reasonably required for proper drainage.

ARTICLE V - COVENANT FOR ASSESSMENTS

1. **ASSESSMENTS.** For each Lot subject to the Declaration, every owner covenants, and each subsequent owner of any such Lot, by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association for certain expenses in accordance with this Declaration. Lots owned by the Declarant shall not be subject to assessments until any such Lot is conveyed to an owner other than the Declarant. Any owner of two or more Lots shall be subject to

one assessment per Lot. For example, the owner of three (3) Lots shall be subject to three (3) assessments, one for each Lot.

2. **AMOUNTS.** Initially, assessments shall be \$100.00 per month for each lot but may be increased or decreased by the Declarant or his successors or assigns. At least fifteen (15) days before January 1 of each year, the Declarant or the Board of Directors of the Association shall establish the amount of the monthly assessment for the following year imposed by the Association against each Lot and in the event the Board of Directors of the Association elects not to fix such assessment rate as herein provided, the amount of the previous year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every owner of the Association. Assessments set by the Board of Directors must be approved by simple majority of the voting members present, or contacted via mail, to approve such assessments. In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs.
3. **PURPOSE OF ASSESSMENTS.** The Association may use funds to contribute to the upkeep of common areas, maintenance fees applicable, and all utilities located at or lines that service Sunset Ridge at Wildlife Properties, as well as to contribute to the upkeep of roads leading to the State Road. The purpose of assessments shall be restricted to the maintenance of all Common Areas and Easement Areas in a usable all-weather condition, the maintenance of all street signs and Development name signs as are erected by the Declarant or the Association, the maintenance and repair of all roads constructed within the Development, the payment of a portion of the cost of maintenance of certain roads leading to the Development, and the payment of ordinary and necessary operation expenses of the Association, all as determined from time to time by the Association Board of Directors and as now authorized by G.S. 47F-3-115 or in any subsequent amendment thereto.
4. **PAYMENT.** The assessments provided for herein for the Association shall be payable in advance on a quarterly basis by every owner of each Lot. The quarterly assessment will be due on the first day of each calendar quarter, being January, April, July and October. At the time of closing of a purchase of a Lot by an owner, the assessment shall begin to accrue and the owner shall pay to the Association the owner's pro-rata share of the monthly assessment for the remainder of the year. The Declarant shall be responsible for making and collecting the assessments against the Lot Owners until the Association herein provided is assigned those responsibilities. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a statement in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
5. **CREATION OF LIEN AND PERSONAL OBLIGATION.** In accordance with the terms and provisions hereof, and in order to secure payment at and after the due date,

as each assessment becomes due there shall arise a continuing lien and charge against each Lot, the amount of which shall include costs and reasonable attorneys fees to the extent permitted by law. Should a lot owner fail to pay the assessment within fifteen (15) days from the due date thereof, the Association may take legal action against him/her/them and at the discretion of the Board, the assessment will become a lien upon the property, enforceable by foreclosure proceedings. The Association also has the option to suspend the owner's right to use any recreational facilities constructed on common areas as well as voting rights until the assessment is paid. The Assessment lien includes all collection costs, including demand letters, preparation of documents, reasonable attorneys' fees, court costs, filing fees, collection fees, and any other expenses incurred by the Association in enforcing or collecting the Assessment.

6. **SPECIAL ASSESSMENTS.** In addition to levying Regular Assessments, and to the extent that the reserve fund is insufficient, the Board of Directors, after control has been turned over by the Declarant, may levy Special Assessments to construct, structurally alter, or replace improvements which are a part of the Common Areas, provided that funds shall not be assessed for any capital improvement in excess of Two Thousand, Five Hundred and 00/100 Dollars (\$2,500.00) for any one item or in excess of Five Thousand and 00/100 Dollars (\$5,000.00) in the aggregate in any one calendar year without the prior written consent of two-thirds (2/3) of the votes of Members who are voting either in person or by proxy at a meeting duly called for such purpose or unless expressly stated in the annual budget.
7. **FINE ASSESSMENT.** The Board of Directors, or an adjudicatory panel established by the Board of Directors, may levy a reasonable Fine Assessment, as a fine or penalty for violation of this Declaration, all in accordance with the Planned Community Act. A lien may be filed for this Fine Assessment and this Fine Assessment may be enforced by foreclosure and otherwise treated as a Regular Assessment.
8. **LIABILITY FOR ASSESSMENTS UPON VOLUNTARY CONVEYANCE.** In a voluntary conveyance of a Lot, any grantee shall inform the Board of Directors in writing of such contemplated conveyance and such grantee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid Assessments (including current Assessments) against the grantor due the Association. Neither the grantee nor the mortgagee shall be personally obligated for any delinquent Assessments, but such delinquent Assessments, along with interest, late charges, costs and reasonable attorneys fees shall be a lien against the Lot.
9. **INDIVIDUAL ASSESSMENT.** In the event that the need for maintenance, repair or replacement of any improvement on the Property, for which the Association has the maintenance, repair and/or replacement obligation, is caused through the willful or negligent act of an Owner, their family, their pet(s), Guests and/or their pets, the cost of such maintenance, repairs or replacements shall be paid by such Owner.
10. **LATE FEES.** A one time late fee of \$25.00 (twenty five dollars) shall be assessed fifteen (15) days after the due date of any of the above assessments. If any Assessment is not paid within fifteen (15) days after the due date, the Assessment shall also bear interest at a reasonable rate of eighteen percent (18%) per year or at

such other reasonable rate set by Association in its minutes, not to exceed the maximum amount allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each Assessment. No Owner may waive or otherwise escape liability for the Assessments by non-use or waiver of use of the Common Areas or by abandonment of their Lot.

ARTICLE VI - EASEMENTS AND ENCUMBRANCES

1. **UTILITY EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities eight (8) feet on the road frontage side of each lot and twenty-two (22) feet from the center line of all property lines on which roadways are located are reserved by the Declarant or its successors for the purpose of installing, laying, maintaining, repairing and replacing any pipes, culverts, wires, ducts, conduits, equipment, fixtures, utility, power or communication lines or equipment, or other components, including radio and television transmission cable lines, conduits, water mains, and the accessory right to locate guy wires, braces, or anchors or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots in connection with such installation, maintenance, and operation. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. It is understood that Declarant's easement rights reserved herein may be utilized for the benefit of property within or outside of the Development.
2. **LOT OWNER EASEMENTS.** Easements are granted in favor of each Lot Owner to and throughout the utility easements reserved above as may be necessary for the installation, maintenance, repair and use of underground water, gas, sewer, power and other utilities and services including power and communication, now or hereafter existing, including maintaining, repairing and replacing any pipes, wires, ducts, conduits, equipment, fixtures, utility, power or communication lines or equipment, or other components.
3. **USAGE.** The area of any lots affected by the easements reserved herein, but not being currently used for roadway purposes, shall be maintained continuously by the Owner of such lot, but no structures, plantings, or other material shall be placed or permitted to remain or other activities undertaken thereon, which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.

4. **DRAINAGE EASEMENTS.** Drainage easements are reserved over and across all natural drainage areas. These easements are for each Lot and all improvements thereon and shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
5. **GENERAL EASEMENTS.** An easement is hereby reserved and/or granted in favor of the Declarant and/or the Association in, on, over and through the Common Areas, the Lots and/or Dwelling Units for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Areas, Lots and/or Dwelling Units, including all improvements thereon as required or permitted by the Declaration or applicable law. An easement is hereby reserved in favor of Declarant over the Common Areas for the purpose of advertising or promoting sales of Lots or Dwelling Units in the Development.
6. **DECLARANT EASEMENT.** The Declarant reserves the right to create and impose additional easements or rights-of-way over any Lot or Lots it owns for street, drainage, and/or utility installation and maintenance purposes by the recording of appropriate instruments in the Office of the Register of Deeds for Macon County, North Carolina and such shall not be construed to invalidate any of these covenants. It is understood that Declarant's easement rights reserved herein may be utilized for the benefit of property within or outside of the Development. This reservation of access easements and the right of connection should be construed liberally in favor of the Declarant. Declarant reserves easements for the installation and maintenance of driveways, walkways, parking areas, water lines, telephone and electric power lines, cable television lines, sanitary sewer and storm drainage facilities, pumping and lift stations, drainage ditches, and other utility installations over the Lots the Declarant owns and the common elements. The easements reserved by Declarant include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any similar action necessary to provide economical utility installation and to maintain the overall appearance of the Development. No Owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the Plat, except in cases of willful or wanton misconduct.
7. **USE OF EASEMENT.** Any use of the rights and easements granted and reserved in this Article shall be reasonable. If any damage, destruction, or disturbance occurs to a Lot or Common Area as a result of the use of any easement or right, the Lot or Common Area shall be restored by, or at the direction of, the Association promptly in a reasonable manner at the expense of the person or persons making the use of the easement or right that resulted in the damage, destruction or disturbance. Before beginning work, the Association may require all or any part of the expected expense to be prepaid by that person or those persons liable for the expense. Additionally, should any Lot Owner other than Declarant elect to exercise its easement rights hereunder, it shall be required to obtain the Board's prior written approval (not to be unreasonably withheld), after providing the Board with detailed plans of its proposed work, as well as evidence of appropriate insurance and other such reasonable information or assurances as the Board may require. No easement may be granted across, through, over, or under any Lot or Common Area, which materially restricts

ingress and egress to the Lot or Common Area, unless reasonable alternate ingress and egress is provided or unless the restrictions is only temporary. All easements reserved hereunder shall be perpetual and non-exclusive.

8. **ROADWAY EASEMENT.** Declarant grants to all Lot Owners the non-exclusive right of ingress and egress on, over and across all public and private roadways (the "Roadways") located on or to be located on a portion of the Development which private roadways extend between one or more publicly dedicated streets. Roadways constitute Common Areas and shall be maintained, insured, and repaired by the Association in accordance with this Declaration. The Declarant hereby reserves the right (but not the obligation), in its sole discretion, to annex additional Roadways into the Development.

9. **SEWER SYSTEM.** The Declarant has constructed a North Carolina State approved gravity collection system to be fed into the Town of Franklin, NC sewer system. The Declarant retains ownership of all sewer and water lines including the lines servicing each Lot, and reserves and grants an easement for said sewer and water lines as they are presently constructed on the lands of the Declarant and in the Development. Sewer and water service for each Lot shall be provided as part of the monthly maintenance fees as determined by Declarant. The Declarant shall operate and maintain all sewer lines until control is passed to the Association. All sewer connections at each Lot shall be through an approved sewer connection and in compliance with all applicable North Carolina State codes, rules and regulations. Sewer rates and services are provided by the Town of Franklin, NC to the Declarant. The Association will have the option of adjusting monthly maintenance fees in accordance with the Town of Franklin rates and services. The Declarant hereby grants an easement for said sewer lines.

10. **WATER SYSTEM.** Sunset Ridge at Wildlife Properties is served by a private water system constructed, owned by Declarant and under the direction of The State of North Carolina Public Utilities rules and regulations. The Declarant retains ownership of all water lines including the lines servicing each Lot, and reserves and grants an easement for said sewer and water lines as they are presently constructed on the lands of the Declarant and in the Development. Water fees are included in monthly maintenance fees and will be adjusted by the Declarant as deemed necessary to cover water usage. The Declarant shall operate and maintain the water system until control is passed to the Association. All water connections at each lot shall be through an approved water connection and in compliance with all applicable State of North Carolina standards. Upon public water service becoming available to Sunset Ridge at Wildlife Properties, the Declarant or its successors or assigns shall convey and dedicate all or any portion of the water system to any appropriate body on such terms and conditions as may be acceptable to the Declarant. After the date of any such conveyance, the Declarant or its successors or assigns shall have no further obligation to provide water to any Lot. The consent of any Lot Owner to such conveyance or the assignment of any water easement upon, across, above or under the Lot of the

Owner to any appropriate public body shall not be required. At such time each Owner shall be responsible for paying his or her water bill directly with the appropriate public body.

11. **EASEMENTS TO RUN WITH LAND.** All easements and rights described in this Article are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee, and other person or entity now or hereafter having an interest in the Development, or any part or portion of it.

ARTICLE VII – ARCHITECTURAL CONTROL

1. **GENERAL POWER.** No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, digging, filling, construction of impervious surface, concrete pads, patio, building, exterior alteration of existing improvements, change in the exterior color of any existing improvement and planting and removal of landscaping materials), shall be commenced, placed upon, approved by Declarant, on any part of the Development unless it is installed by the Declarant or a contractor hired by the lot owner (ii) approved in accordance with this Article; or (iii) otherwise expressly permitted under this Declaration.
2. **APPLICATION.** This Article shall not apply to the activities of the Declarant, affiliates of the Declarant, or to improvements to the Common Property.
3. **AMENDMENT.** This Article may not be amended without the written consent of the Declarant or until the Declarant no longer has the right to unilaterally annex additional property to the Development.
4. **PERMITTED ACTIVITIES.** Any Owner may remodel, paint or redecorate the interior of structures on the Lot without approval hereunder. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.
5. **PLANS.** No exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials and location of the proposed improvement. If the Declarant fails to approve or to disapprove submitted plans and specifications within (30) days after receipt of all required plans and specifications, such approval shall be deemed to have been given.

6. **ARCHITECTURAL STANDARDS.** The Declarant shall have sole and full authority to prepare and to amend, from time to time at its sole discretion and without notice, the Architectural Standards. The Declarant shall make the Architectural Standards available to Owners who seek to engage in construction upon all or any portion of the Development and such Owners shall conduct their operations strictly in accordance therewith.
7. **PERMITS.** Any required permits, building, electrical permits, for lot owner(s) use or structures, will be charged back to the lot owner(s) if filed by the Declarant.
8. **CONSTRUCTION.** All construction of any such storage shed, outdoor kitchens, etc. shall be done so by the Declarant or a contractor hired by lot owner and must adhere to all architectural guidelines and rules and regulations and approved by the Declarant. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Declarant for reconsideration. All construction will be at the owners expense.
9. **MAINTENANCE AND INSURANCE.** As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition, or alteration.
10. **ENFORCEMENT.** Declarant may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The Declarant and its representatives shall have the right during reasonable hours and after reasonable notice, to enter upon any property in the Development to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration and the Architectural Standards may be excluded by the Declarant from the Development subject to any applicable notice and hearing procedures contained in the Bylaws (once established by Association, if applicable) In such event, neither the Declarant, the Association or the officers, directors, members, employees and agents of any of them shall be held liable to any Person for exercising the rights granted by this paragraph. In addition to the foregoing, the Declarant shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article.
11. **LIMITATION OF LIABILITY** Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications the Declarant assumes no liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, if applicable, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting

plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against the Declarant, the Association or the officers, directors, members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

- 12. NO WAIVER.** The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.
- 13. VARIANCES.** Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration and the Architectural Standards if it determines that a waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the project. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Development, or (c) estop the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.
- 14. ARCHITECTURAL REVIEW COMMITTEE.** Until: (a) the Declarant no longer has the right to unilaterally annex additional property to the Development; and (b) each Lot has been conveyed to an Owner other than Declarant or a successor to Declarant, the Declarant shall have the sole right, power and authority under this Article. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant and recorded in the land records of the Clerk of the Superior Court of the County where this Declaration is recorded. Upon expiration or earlier surrender in writing of all or a portion of such right and authority, the Board of Directors shall appoint an Architectural Review Committee for the Association, which shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. The Declarant may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Architectural Review Committee while retaining control over all other building and construction in the Development. For example and without limitation, the Declarant may relinquish control over modifications of existing structures to the Architectural Review Committee while retaining all authority to review and approve new construction. Any right, power or authority of the Declarant which may be relinquished to an Association prior to the termination of the rights of

Declarant hereunder shall be by written instrument only and no such right, power or authority shall be relinquished by implication or otherwise. The establishment of an advisory Architectural Review Committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder. After the termination of all rights of Declarant hereunder, the Architectural Review Committee shall have all right, power and authority to review and approve building and construction activity within the Development hereunder and this Article shall then be read and interpreted as if any reference to the authority of or action by the Declarant in the Architectural Standards were a reference to the authority of or action by the Architectural Review Committee.

ARTICLE VIII – USE RESTRICTIONS

It should be noted that the pristine nature of the terrain within this Community is to be preserved. Anyone not in tune with that commitment should look elsewhere for a different style community. The following shall be applicable to all lots within the Development and each Owner, as to their lot or parcel, covenants to observe and perform the same.

1. **RESIDENTIAL USE** Each Lot shall be used for part-time rv recreational purposes as a Type A Motorhome site exclusively. All Type A Motorhome's must be set up on the Lot in a manner capable of being moved in a reasonable amount of time with axles, wheels and tires left affixed. All Type A Motorhome's must not be less than 35' in length, shall have a current license tag, insured, road worthy, in good repair and not older than 10 years of age or at the discretion of the Declarant, its successor or assigns and/or the Board of Directors. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant at the Lot may conduct business activities within the Type A Motorhome so long as the business activity: (a) does not otherwise violate the provisions of the Declaration or Bylaws; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Development; (e) does not increase the insurance premium paid by or on behalf of the Declarant or otherwise negatively affect the ability of the Declarant to obtain insurance coverage; (f) is consistent with the residential character of the Development; (g) does not constitute a nuisance or a hazardous or offensive use; and (h) does not threaten the security or safety of other residents of the Development, all as may be determined in each case in the sole discretion of the Declarant. The Declarant may issue Rules and Regulations regarding permitted business activities. The term's "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an on going basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether the activity is engaged in full or part-time; the activity is intended to or does generate a profit; or a license is required for the activity.
2. **DURATION OF STAY**. No Lot may be used as a permanent residence or primary domicile. Every Owner shall comply with all applicable laws, rules and regulations regarding occupancy of his or her Lot including any requirement therein to vacate the

Lot for any time period. More specifically, Owners may not occupy their lot for more than six months continuous out of a calendar year. Waivers may be granted by Declarant.

3. **SIGNS.** No sign of any kind shall be erected within Sunset Ridge at Wildlife Properties without prior written consent of the Declarant or, after the termination of the rights of the Declarant hereunder, the Architectural Review Committee. Notwithstanding the foregoing, the Declarant shall have the right to erect reasonable and appropriate signs. Security signs not larger than 9-inches by 11-inches and consistent with the Sunset Ridge at Wildlife Properties standards and any signs required by legal proceedings may be erected upon any Lot. For Sale signs shall not be permitted on Lots. The Declarant may provide a centralized bulletin board within the Development where for sale notices and other notices of Development interest may be posted. One sign not larger than 6 inches by 14 inches identifying the Owner of a Lot may be permitted in accordance with the provisions of the Architectural Standards.
4. **PARKING.** Passenger Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated areas, if any. No on-street parking, other than in connection with special events as approved by the Declarant, shall be permitted within the Development. All parking shall be subject to such Rules and Regulations as the Declarant may adopt. Boats, mini-bikes, go-carts, shall not be allowed within the Development or remain parked on lots. No Passenger Vehicle may be left upon any portion of Sunset Ridge at Wildlife Properties, except in a driveway or other area designated by the Declarant, if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways.
5. **RENTING.** Lots may be rented, under the following terms: Long-term and short-term rentals may be allowed but only with the written approval of the Declarant or his successors or assigns and rented through a Rental Pool designated by the Declarant or his successors or assigns. Those lot owners participating within the Rental Pool will receive a pro-rated share of 50% of all rentals. All renters must adhere to all Sunset Ridge Covenants, Conditions and Restrictions. Renting shall mean the occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit including, but not limited to, a fee, service, or gratuity or emolument. For purposes hereof, occupancy by a family member or guest (without compensation other than normal fees, such as electricity, etc.) of an Owner shall not constitute renting. Declarant reserves the right to disapprove of any and all occupants of any lot.
6. **ANIMALS AND PETS.** No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable numbers as determined by the Declarant. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall at all times when outside the Type A Motorhome, be kept on a leash or otherwise under control. All pets shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter Sunset Ridge at Wildlife Properties to patrol and remove unlicensed pets. An Owner shall not allow any animal waste to remain on any part of Sunset Ridge at Wildlife Properties, including Lots and Common Property. No exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of

Architectural Standards hereof. No pets shall be left outside during an owner's absence. The Declarant and/or Association shall have the right to promulgate Rules and Regulations pertaining to the size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets. Any dog that is deemed to be a danger to others by the Declarant will not be allowed. No more than two dogs will be allowed to occupy a lot at any time.

7. **CHILDREN.** Parents and guardians are responsible for the safety and behavior of children under the age of eighteen (18). Children must be supervised when in Association common areas and shall not be noisy and destructive. The Declarant or its successors or assigns shall have the right to limit access to the Common Areas if it is determined that children are noisy or destructive.
8. **NUISANCE.** It shall be the responsibility of each Owner and Occupant to prevent the Development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property within Sunset Ridge at Wildlife Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious offensive activity shall be carried on within Sunset Ridge at Wildlife Properties. No plants, animals, device or thing of any sort shall be maintained in the Development whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Development by other owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon any Lot.
9. **UNSIGHTLY CONDITIONS.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Development.
10. **ANTENNAS.** No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of the Development, including any Lot, unless approved in accordance with the provisions of the Architectural Standards or Declarant. The only antennas permitted are those designed to receive direct broadcast satellite services, including direct-to-home satellite services, that are one meter or less in diameter; or Wi-Fi antennas installed by the Declarant for Sunset Ridge Development lot owner's use. Location of all antennas must be approved by the Declarant or its successors or assigns.
11. **TREES.** No trees that are more than four inches in diameter at a point 12 inches above the ground shall be removed from a Lot unless approved in accordance with the provisions of the Architectural Standards hereof. No trees may be planted unless approved in accordance with the provisions of the Architectural Standards hereof. However, no ornamental or flowering trees, including, but not limited to, dogwood

trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be removed from a Lot unless approved in accordance with the provisions of Architectural Standards hereof. The Owners and future Association shall also comply with all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this Section and any zoning condition or local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant. Owners and the Declarant or their successors shall protect and preserve existing tree cover in all flood prone areas within open space constituting Common Property except for utility crossings and access points. A minimum fine of one thousand (\$1,000.00) per tree removed or damaged will be levied against any lot owner who violates this restriction and/or the current replacement cost per caliper inch as levied by the North Carolina Department of Transportation for illegal tree removal, whichever is greater.

12. **DRAINAGE.** Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of the Architectural Standards.
13. **SIGHT DISTANCE AT INTERSECTIONS.** All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Declarant or his successors and assigns, it would create an unsafe condition.
14. **GARBAGE CANS, WOODPILES.** All woodpiles and other similar items shall be located or screened so as to be concealed from view from neighboring streets and property. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate on a Lot and must be deposited at a central location provided for such garbage collection. Trash, garbage, debris or other waste matter of any kind may not be burned within the Development.
15. **SUBDIVISION OF LOT.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Declarant or his successors or assigns in accordance with the provisions of the Architectural Standards. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Lot(s) with the consent of the Owner of the effected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property or creating a public or private street over any Lot or property that was formerly a Lot, without the consent of any Person, other than the Owner(s) of such Lot(s).
16. **GUNS.** The use of firearms in the Development is prohibited. The term “**firearms**” includes, without limitation, B-B guns, pellet guns and firearms of all types.
17. **FENCES.** No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without prior written approval in accordance with the provisions of the Architectural Standards. Guidelines detailing acceptable fence styles or specifications may be issued pursuant to the Architectural Standards,

but in no event may a chain link or barbed wire fence be approved provided, however, the Declarant and Association, if applicable, may erect any type of fence on the Common Property or elsewhere within the Development as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for health and safety of Owners and Occupants.

18. **UTILITY LINES.** Except as may be permitted under and pursuant to the Architectural Standards, no overhead utility lines, including lines for cable television, shall be installed within the Development.
19. **AIR CONDITIONING UNITS.** No window air-conditioning units may be installed or used with any Type A Motorhome or for any structures on lots.
20. **LIGHTING.** Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light approved under and pursuant to the Architectural Standards; (c) street lights in conformity with an established street lighting program for the Development; (d) seasonal decorative lights; or (f) other lighting approved under and pursuant to the Architectural Standards.
21. **ARTIFICIAL VEGETATION, GARDENS, PLAY EQUIPMENT, EXTERIOR SCULPTURE, WATER FEATURES AND SIMILAR ITEMS.** No artificial vegetation shall be permitted on any Lot without prior approval of Declarant. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), exterior sculpture, fountains, awnings, flags or water features may be erected on any Lot, without prior written approval of the Declarant or his successor or assigns in accordance with the provisions of the Architectural Standards and/or compliance with written guidelines established under the Architectural Standards.
22. **ENERGY CONSERVATION EQUIPMENT.** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Declarant and in accordance with the provisions of the Architectural Standards.
23. **MAILBOXES.** Mail will be delivered to a central location in the Development. Individual mailboxes at each Lot are prohibited.
24. **LAUNDRY.** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas, or on any Lot in a manner visible from any Common Area, neighboring Lot or street.
25. **ENTRY FEATURES.** Owners shall not alter, remove or add improvements to any entry feature constructed or erected by the Declarant or the Association, if applicable, on any Lot, or any part of any easement area associated therewith without prior approval.
26. **PEDESTRIAN PATHS.** Any pedestrian path within the Development shall be used as a foot path only. The Declarant or Association, if applicable, may prohibit use by bicycles, roller blades, skate boards or similar wheeled means of transportation or

recreation. Provided, however, this provision shall not prohibit the use of a pedestrian path by any person with a disability by the use of a wheelchair or other necessary transportation device.

- 27. TRAFFIC REGULATION.** All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Declarant or Association, if applicable, is hereby authorized to promulgate, administer, and enforce reasonable Rules and Regulations governing vehicular and modifications of those in force on public streets, within the Development. The Declarant or Association, if applicable, shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Declarant or Association, if applicable, the rules and regulations of the Declarant or Association, if applicable, shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of North Carolina may operate any type of motor vehicle within the Development. All vehicles of any kind and nature which are operated on the streets in the Development shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and Occupants.
- 28. GRILLING AND FIRES.** The use of outdoor grills on Lots is permitted. Provided, however, Owners shall keep the grill covered when not in use and, if using a charcoal grill, shall properly dispose of any ashes. In no event may the ashes be dumped on the Lot or any portion of the Development. Chimneys or other similar above ground, self contained fire enclosures are permitted on Lots subject to the provisions of the Architectural Standards.
- 29. ABANDONED PERSONAL PROPERTY.** Personal property, other than vehicles as provided for in Article VIII.4 hereof, shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the common Property, without the prior written approval of the Declarant or his successors or assigns. No movable personal property shall be permitted to remain on a Lot when the Lot is not in use unless approved in accordance with Architectural standards hereof, except for the following property; tables, chairs and benches. All personal items shall be kept inside the Type A Motorhome (or in a storage building if approved by the Declarant in accordance with the provisions of the Architectural Standards). If the Declarant or the Association determines that a violation exists, then, a fine may be imposed in accordance with Article V.7.
- 30. OUTBUILDINGS.** No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no shack, tent, garage, barn, storage shed or other structure may be erected, either temporarily or permanently, without written approval by the Declarant or his successor or assigns in accordance with the provisions of the Architectural Standards. However, this section shall not be construed to prevent Declarant and those engaged in sub-division, construction, marketing, property management or sales in the Development from using sheds, trailers or other temporary structures for any of the foregoing purposes.
- 31. SETBACKS.** Each Lot owner will follow the "footprint" plan set up by Declarant indicating isolation distance, etc. as outlined in architectural standards.

32. **PROPANE TANKS.** No Lot shall have tanks containing in the aggregate of more than 60 pounds of propane for surface tanks. All propane tanks shall be kept in good condition and in compliance with all applicable codes and regulations per NC Codes for Propane Tanks. All tanks must be properly shielded by either vegetation or approved structures that will shield the appearance of these tanks and approved by Declarant and architectural standards.
33. **TYPE A MOTORHOME STRUCTURES.** No roof or structure of a temporary or permanent nature designed and intended to cover, protect or shield a Type A Motorhome shall be constructed, installed, erected or allowed to remain on any Lot. However, nothing contained in this Section shall be construed as preventing Declarant and those engaged in development, construction, marketing, property management or sales within the Development from constructing any roof covering or structure for any of the foregoing purposes. Provided however, with the prior written consent of the Declarant so long as the Declarant has the right to unilaterally annex additional property into the Development and thereafter with the consent of the Declarant and in either instance in accordance with the Architectural Standards, such structures may be permitted only on those Lots as deemed appropriate by the Declarant.
34. **DAMAGE.** The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within 75 days after such damage or destruction or, where repairs cannot be completed within 75 days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within 75 days after such damage or destruction.

ARTICLE IX – ENFORCEMENT

1. **ENFORCEMENT.** The Association or any Lot Owner may enforce these covenants, conditions and restrictions. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **LIEN.** Any assessment levied against a Lot remaining unpaid for a period of fifteen (15) days or longer shall constitute a lien on that Lot when filed of recording the Office of the Clerk of Court of Macon County in the manner provided in Section 47F-3-116 of the General Statutes. The Association may foreclose the lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes. For purposes of foreclosing a lien, the Association is the “mortgagee” and “trustee”, as defined by NC Gen State Section 45-21.1, of said lien with a power of sale. As the owner of the indebtedness secured by the lien with a power of sale, through the Board may, in its discretion, substitute a Trustee. Fees, charges, late charges, fines, collection costs, reasonable attorney’s fees, and interest charged are enforceable as Assessments under the Declaration.
3. **FINE ASSESSMENT.** The Board of Directors, or an adjudicatory panel established by the Board of Directors, may levy a reasonable Fine Assessment, as a fine or penalty for violation of this Declaration, all in accordance with the Planned Community Act. A lien may be filed for this Fine Assessment and this Fine Assessment may be enforced by foreclosure and otherwise treated as a Regular Assessment.
4. **SUSPENSION OF PRIVILEGES.** The Board may suspend all voting rights, if any, of any Owner for any period during which any Association assessment against such Owner remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner, after the existence thereof has been declared by the Board.

ARTICLE X – RIGHT OF FIRST REFUSAL

1. **NOTICE OF SALE.** In the event the Owner of a Lot wishes to sell said Lot, Declarant retains the right of refusal to buy back said property. Within a week of entering into contract and at least two weeks prior to the close of the contract, the owner shall provide Declarant appropriate documents identifying the price of the lot. Declarant will have three days after which to exercise the right of first refusal. If Declarant does not forego said option within three days, then the Owner may continue with the sale as if Declarant had foregone the option.

ARTICLE XI – MISCELLANEOUS

1. **SEVERABILITY.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
2. **ASSIGNMENT.** The Declarant reserves the right to assign the various review and approval functions set forth in this Declaration to some successor party, or to the Association. An Assignment of the Declarant of its review and approval functions under this Declaration shall be recorded as a Supplementary Declaration to this Declaration.


3. **CONTRACTS.** The Declarant reserves the right to enter into various agreements with other organizations and associations which shall bind the lot owners and Association as to the expenditure of assessments which shall not be limited to but pertain to roads and easements outside the development.
4. **RESTRICTIONS RUN WITH LAND.** The easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Dwelling Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.
5. **AMENDMENT.** This Declaration may be amended by the Declarant, until one hundred percent (100%) of the lots have been conveyed or contracted for conveyance, and thereafter by the affirmative vote of a majority of the Owners of all lots in the Development entitled to vote; provided that no Amendment shall alter any obligation to pay assessments as herein provided, or affect any lien for the payment of same, and by the subsequent recordation of an amendment to this Declaration duly executed by (a) the Declarant) or (b) by the Association in which latter case such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such amendment, certified by the Secretary of the Association.
6. **RESERVATION OF SPECIAL DECLARANT RIGHTS.** Declarant shall have the right to annex additional Lots or Common Areas into the Development by filing a supplement to this Declaration in the Macon County Registry together with an amendment to the Plat, if applicable. Such additional Lots or Common Areas need not be contiguous to the Property. Declarant shall have the right to assign all or a portion of any rights or easements reserved herein by a written assignment thereof, recorded in the Macon County Registry.
7. **WAIVER OF VIOLATION.** Declarant may waive any violation of these covenants by appropriate instrument in writing recorded in the Register of Deeds Office for Macon County, North Carolina.
8. **APPLICABLE PERIOD.** The foregoing covenants, restrictions, and conditions shall remain in full force and effect for twenty (20) years from the above date, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of ten (10) unless by a vote of a majority of the then owners of the Lots it is agree to change the said covenants in whole or in part.
9. **GOVERNING LAW.** This Declaration shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of North Carolina, and suit to enforce any provision hereof or to obtain any remedy with respect hereto shall be brought in state court in Macon County, and for this purpose each Owner by becoming such, hereby expressly and irrevocably consents to the jurisdiction of said court.

10. LITIGATION. No Judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least 75% of the Total Association Vote and the consent of the Declarant. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

Wildlife Properties, LLC

A North Carolina Limited Liability Company

BY: 


Shirley Robes, Member-Manager

BY: 

Peter Robes, Member-Manager

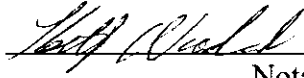
STATE OF NORTH CAROLINA

COUNTY OF MACON

I, , a Notary Public for said County and State, do hereby certify that Shirley Robes and Peter Robes, Member-Managers of Wildlife Properties, LLC, a North

Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this 27th day of December, 2008.



Notary Public

My commission expires:

May 2, 2012

[NOTARIAL SEAL]

