

Prepared by and return to:

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE'S RIDGE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION is made October 4, 2025, by EAGLE'S RIDGE OWNERS ASSOCIATION, INCORPORATED, a North Carolina non-profit corporation, hereinafter referred to as the "Association."

WITNESSETH:

THAT, WHEREAS, by Declaration of Restrictions for Eagles Ridge (the "Declaration") recorded in Book 612, Page 211, Jackson County Registry, to which reference is specifically made, the Declarant, Eagles Ridge Partners, subjected certain land to the provisions thereof; and

WHEREAS, pursuant to Section 47F-2-117 of the North Carolina General Statutes, the Declaration may be amended by the Association if sixty-seven percent (67%) of the owners of lots in the development entitled to vote affirmatively adopt the amendment;

AND WHEREAS, the Owners of tracts to which more than sixty-seven percent (67%) of the votes in the Association are allocated have voted affirmatively to amend and restate said Declaration, as set forth in the certification attached hereto for the purpose of clarifying certain provisions thereof.

NOW THEREFORE:

Eagle's Ridge Owners Association, Incorporated, a North Carolina non-profit corporation, (the "Association") hereby declares that all of the Property described in Exhibit "A", attached

hereto shall be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to the provisions of Chapter 47 F of the North Carolina General Statutes and subject to the following covenants, conditions, restrictions and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions and easements shall run with the land and be binding upon all persons having or acquiring any right, title or interest in the above-described property or any part thereof and shall insure to the benefit of each Owner thereof.

ARTICLE I.

Definitions

For the purpose of this Declaration the following definitions shall control:

1. "Articles of Incorporation" means the Articles of Incorporation of EAGLE'S RIDGE OWNERS ASSOCIATION, INCORPORATED, a North Carolina non-profit corporation.
2. "Assessment" means all fees, charges, late charges, fines, interest, and other charges levied by the Association.
3. "Association" means EAGLE'S RIDGE OWNERS ASSOCIATION, INCORPORATED.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" means the Bylaws of the Association as amended from time to time.
6. "Declaration" means this instrument, together with those exhibits which are attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.
7. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Residence and Lot by a person or persons other than the Owner, for which the Owner receives any consideration or benefit, including, not limited to, a fee, service, gratuity, or emolument. The Term "Leasing" includes all types of rental agreements whether formal or informal, written, or oral.
8. "Lot" means any numbered Lot designated on any plat of property that has been subjected to this Declaration.
9. "Member" means the individual designated by an Owner to be a Member of the Association. For any Lot owned by a legal entity, the Owner must give written documentation to the Board of who their designated Member is.
10. "Owner" means any person, corporation, or legal entity that owns fee simple title to any Lot.

11. "Person" means a person or persons, firm, corporation, or other legal entity.
12. "Plat" means any map of the Declaration Property or portions thereof, which is on record in the Jackson County Registry.
13. "Property" or "Declaration Property" means that certain real property described in Exhibit hereto.
14. "Residence" means the single-family dwelling located upon a Lot of Declaration Property.
15. "Single-family dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption or, alternately, a group of not more than four (4) persons not so related who shall maintain a common household in such dwelling.

ARTICLE II.

Property Subject to This Declaration

The Property described in Exhibit "A," attached hereto, is the Property hereby declared to be held, transferred, sold, conveyed, encumbered, leased, used, improved, and occupied subject to this Declaration.

ARTICLE III.

Owner's Right and Easement of Enjoyment in the Roads

1. The non-exclusive right to use all roadways within the Declaration Property shall be an appurtenance to each Lot within said property, and every Owner shall have a right and easement of enjoyment in and to said roads in common with all other Owners, subject to:
 - a. All rules and regulations governing the use and enjoyment of the roads by the Association;
 - b. The right of the Association to establish easements over the roads for service to or in favor of any private or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers, sewer lines, water lines and pipes, cable television lines or hook-ups or any other utility services serving any Lots within the Declaration Property; and
 - c. All provisions of this Declaration not enumerated above, and all restrictions and provisions contained on the plats of the Property.

ARTICLE IV.

The Association

1. General. The Association is a North Carolina non-profit corporation organized to

further and promote the common interests of Owners. The Association shall have such powers as are set forth in Section 47F-3-102 of the General Statutes and in its Articles and Bylaws.

2. Membership. Every Owner who is a natural person, and a natural person designated by multiple Owners or other entity, shall be a member of the Association, and such membership shall run with the land as an appurtenance thereto and shall not be severable from the Ownership interest therein. All Members are subject to the Association's rules and regulations.

3. Class of Members. There shall be one class of Members.

4. Votes. Each Lot shall be entitled to one vote. Voting shall be in person, by proxy, by mail ballot, by telephone conference, videoconference, or any other electronic means by which each participating member can hear and be heard by all other participating members.

5. Board of Directors. The affairs of the Association shall be governed by the Board, as set forth in the Bylaws. The Board of Directors of the Association shall constitute the Executive Board as defined in Chapter 47F-1-103(13) of the North Carolina General Statutes.

6. Association Records. All financial and other records, including records of meetings of the Association and the Board, shall be made reasonably available for examination by any Owner and the Owner's authorized agents as required in Chapter 55A of the General Statutes. Such records shall include all cash receipts and expenditures and all assets and liabilities. The Association shall make an annual income and expense statement and balance sheet available to all lot owners at no charge and within 75 days after the close of the fiscal year to which the information relates.

ARTICLE V.

Assessments

1. Administration, Maintenance, and Improvement. The Association shall be responsible for the administration, maintenance and improvement of the roads of the Association.

2. Financial Responsibility of Owners; Assessments by Association. The Owners are responsible for providing funds necessary to the Association to carry out the above purpose. The Association shall assess each Owner as provided herein for its prorated share of such funds.

3. Assessments; Personal Obligations of Owners; Creation of Lien. Each Owner hereby covenants, and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant (which covenant shall run with the land and be binding on every Owner) and agrees to pay to the Association:

a. Annual Assessments, which include but are not limited to the following:

i. Maintenance, repair, improvement, and replacement of the private roads leading within the Property; and,

- ii. Management, bookkeeping, accounting, legal, and other professional fees incurred by the Association in carrying out the duties as set forth herein or in the Bylaws.
- b. Special assessments may be levied against Lots for such reasons as are provided in this Declaration and on such terms as provided by the Board of Directors or the Members of the Association. Either the Board of Directors or the Members of the Association may levy and impose Special Assessments upon a majority vote. The purposes for which Special Assessments may be levied include, but are not limited to, providing funds to pay unusual, extraordinary, or unexpected expenses of the Association, or to pay for the construction, reconstruction, repair, and replacement of capital improvements.
- c. An “impact” assessment for abnormal road usage during the construction of improvements on any lot, or during any other improvement or maintenance that requires heavy equipment or trucks to travel over the roads of Eagle’s Ridge. In the event of construction, said assessment shall be due and payable at the time a building permit is issued for construction. In the event of other improvement or maintenance, said assessment shall be due and payable prior to commencing the work.
- d. A “damage” assessment for injury to or destruction of roads, by a member or guest of an Owner or Member, said injury and destruction not to include ordinary wear and tear.
- e. An assessment or fine levied by the Board for failure by Owner to comply with the rules and regulations of the Association or failure to pay any other assessment levied by the Board.

4. Budget. The Board of Directors shall adopt a proposed annual budget for the planned community, and, within thirty (30) days thereof shall provide to all Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The meeting shall be held not less than 10 nor more than sixty (60) days after mailing of the summary and notice. The budget shall be deemed ratified unless at that meeting a majority of all the Owners vote at the meeting to reject the budget.

5. Amount of Assessments. The Board of Directors shall fix the amount of the annual assessment and the “impact” assessment at least 30 days in advance of each annual assessment period. Notice of annual and special assessments shall be sent to each Owner by United States mail to the mailing address or electronic mailing address last given by Owner or Member to the Association. If no mailing address has been given to the Association, the Association will send said Notice to the Owner’s address shown on the Jackson County tax records. 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.

6. Effect of Non-Payment of Assessments; Remedies of The Association; The Personal Obligation of Owner; The Lien. Any assessment levied against a Lot remaining unpaid for a period of 30 days or longer shall constitute a lien on that Lot when a claim of lien is filed of record in the office of the clerk of superior court in the manner provided in the North Carolina General Statutes § 47F-3-116. All fees, charges, late charges, and other charges imposed by the Association pursuant to this Declaration are enforceable as assessments. Except as provided in subsection (a1) of this section, the Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes. The Association shall have any other remedy available under the law.

- a. The Association may not foreclose an assessment lien under Article 2A of Chapter 45 of the General Statutes if the debt securing the lien consists solely of fines imposed by the Association, interest on unpaid fines, or attorneys' fees incurred by the Association. The Association, however, may enforce the lien by judicial foreclosure as provided in Article 29A of Chapter 1 of the General Statutes.
- b. If any assessment against a Lot is not paid by the due date, the Association may impose reasonable charges for late payment, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid, and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association (except rights of access to lots) during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of 30 days or longer.
- c. If any delinquent assessment is not paid within (30) days from the date of the notice of assessment and is placed in the hands of an attorney for collection, there shall be added to the amount due all costs of collection including reasonable attorney's fees. The Owner may not be required to pay attorneys' fees and court costs until the Owner is notified in writing of the Association's intent to seek payment of attorneys' fees and court costs. The notice must be sent by first-class mail to the property address and, if different, to the mailing address for the Owner in the Association's records. The notice shall set out the outstanding balance due as of the date of the notice, and state that the Owner has 15 days from the mailing of the notice to pay the outstanding balance without the attorneys' fees and court costs. If the Owner pays the outstanding balance within this period, then the Owner shall have no obligation to pay attorneys' fees and court costs.

7. Owner May Not Escape Liability by Non-use of Roads. 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.

ARTICLE VI.

Residential Restrictions

1. Use of Lots Restricted to Residential Purposes. No Lot or portion thereof shall be used except for residential purposes and only one single-family residence may be erected, placed, or permitted on any tract. In addition to the one single-family residence, each lot is allowed to have

one detached building, which includes but is not limited to a garage or storage shed, but at no time shall the accessory building be used for residential purposes. There shall be no commercial activity on any Lot.

2. Leasing of Property. The Leasing of a Residence and Lot shall not relieve the Owner of any of its obligations under this Declaration, nor of any liability for violations of this Declaration relating to such Property. Every purchaser, tenant, or lessee shall take possession subject to the provisions of this Declaration.

3. Minimum Square Footage Requirements. No single-family dwelling constructed or rebuilt on any Lot shall contain less than 1,000 square feet of finished enclosed heated living space, excluding garages.

4. Set-Backs. Any and all improvements shall be located at least:

Thirty-five (35) feet from front lot line; and

Twenty-five (25) feet from side lot lines; and

Twenty-five (25) feet from rear lot line.

Exceptions to Setback Requirements: Terraces, walls, fences, and low platforms or steps may be erected outside of setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining, or facing property.

5. Completion of Construction. Construction and improvements, once commenced, shall be completed within twelve (12) months. Improvements not so completed, or construction that has been partially or totally destroyed and not rebuilt or cleaned away so as to leave a neat and tidy appearance, within twelve (12) months, shall be deemed a nuisance. Any addition or modification to any existing improvements, once commenced, shall be completed within twelve (12) months. Said additions or modifications to improvements not so completed within twelve (12) months, shall be deemed a nuisance. For purposes of this Item 5, "commenced" shall constitute the latter of the following: the issuance of a building permit from the Jackson County Building Department; or beginning to clear the Lot.

6. Maintenance of Lots and Improvements. All Lots, whether occupied or unoccupied, and all improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right to rectify such offensive situations, and the costs of such undertakings shall be a special Assessment against the Lot Owner and the Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from its actions to so rectify any offensive situations.

7. Storage of Garbage, Trash or Rubbish. No Owner shall accumulate on his Lot any junk vehicles, or any litter or garbage except in receptacles provided by Owner for such purposes. No garbage, refuse, or rubbish shall be deposited or kept on any lot except in a suitable container;

provided, however, that garden trash and rubbish that Jackson County requires to be placed at the front of a lot in order to be collected by the Jackson County garbage licensee, may be placed and kept at the front of the lot, and need not be in any container, for periods not exceeding twenty-four hours.

8. Portable Structures Prohibited. No travel trailer, mobile home, relocatable dwelling, tent, lean-to or other temporary structure may be placed or erected on any Lot except that temporary structures, trailers, or the like may be permitted by the Board when used in the process of erection of improvements to said parcel, or for promotional activities.

9. Lot Size. No Lot shall be less than one-half (1/2) acre in size.

10. Animals and Livestock. Animals that are commonly considered household pets, in addition to chickens, birds, and horses are allowed and shall be kept or maintained on any Lot and such pets shall be kept reasonably confined so as not to become a nuisance. No animals shall be allowed for commercial purposes. If requested in writing by an Owner, the Board has discretion to allow animals not mentioned in this Section. Any violation of this Item 10 shall be deemed a nuisance, in which event the Association, pursuant to the provisions of Article V, Item 3 hereof, shall have the power to levy fines against the Member that fails to keep or maintain its animals as set forth herein.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign used to indicate the name of the resident, or one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period. This provision shall not apply to Association.

12. Commercial Vehicles, Recreational Vehicles, Boats, and Trailers. No recreational vehicles, boats and/or trailers shall be permitted on Lots without the written approval of the Board. Only commercial vehicles used daily for work-related purposes shall be allowed. Any commercial trucks greater than 7,000 pounds must be approved by the Board with the exception of construction-related vehicles during the construction on any Lot. Any and all permitted recreational vehicles, boats, and trailers must be kept on the rear 75% of the lot away from the view of the road.

13. Nuisance. No nuisance, and no noxious or offensive activities or noise shall be permitted.

14. Drainage. No changes in elevations of the land shall be made which will cause undue hardship to adjoining property, including all roads.

15. Sewage. The Owner of every lot shall not place septic tanks upon any Lot unless and until the plans and specifications therefore have been approved by Jackson County.

16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or

other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

ARTICLE VII.

Easements

1. Reservations of Easements. The following perpetual easements over each Lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to the Association, its successors and assigns.

- a. Utilities. A ten (10) foot wide strip running along the inside of all Lot lines for the installation, maintenance and operation of underground utilities including, water lines, septic lines, radio and television transmission cables and the accessory right to cut, trim or remove trees and plantings wherever necessary upon such Lots in connection with such installation, maintenance, and operation, and for the installation and maintenance of landscaping and permanent landscape structures ("hardscape").
- b. Private Roads. An easement sixty feet (60') in width, lying thirty feet (30') on either side of the centerline, on, over, and under all roads in the Property are reserved for the use of all Owners for ingress and egress to all Lots; for the purpose of installing, maintaining, and operating utilities thereon or thereunder; for the purpose of drainage control; and, for purposes of maintenance of said private roads.
- c. Other Easements. Any other easements shown on the plat.

2. Use or Maintenance by Owners. The areas of any Lots affected by the easements reserved herein shall be maintained continuously by the Owner of such Lot with the exception of the actual roadways, which shall be maintained by the Association. No structures, plantings, or other materials 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 purposes 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.

3. Limitation on Liability for Use of Easement. No Owner shall have any claim or cause of action against Association or its licensees arising out of exercise or non-exercise of any easement reserved hereunder or shown on the plat.

ARTICLE VIII.

Remedies

1. Enforcement. The Association and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuance, or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

2. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

3. Effect of Waiver of Violation. No waiver of a breach or violation of any of the covenants, conditions, restrictions and easements in this Declaration shall be construed as a waiver of any succeeding breach of the same covenant, conditions, restriction and waiver.

ARTICLE IX.

Miscellaneous

1. Covenants, Conditions, Restrictions and Easements Run with Land. All covenants, conditions, restrictions, and easements contained in this Declaration shall constitute covenants running with land.

2. Grantee's Acceptance. Each Owner of any Lot, by acceptance of title thereto, or by the execution of a contract for the purchase thereof, shall accept such title or contract subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges, and immunities of the Association. Such Owner or contracting party, for himself, his heirs, assigns, and successors, covenants, consents and agrees to and with the Association and the Owner of each other Lot to keep, observe, comply, and perform the covenants, conditions and restrictions contained in this Declaration.

3. Severability. Each provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

4. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions thereof.

ARTICLE X.

Term and Amendment

1. Term. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Declaration Property until October 1, 2055, after which time the same shall be automatically extended for successive periods of ten (10) years each, unless terminated by written instrument signed by at least eighty percent (80%) of the Owners of all Lots in the Development and recorded in the office of the Register of Deeds for Jackson County, North Carolina, within thirty (30) days of October 1, 2053, or within thirty (30) days of the expiration of any ten (10) year extension period thereafter.

2. Amendment. This Declaration may be amended only by affirmative vote or written agreement signed by Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated and shall be effective when recorded in the Office of the Register of Deeds for Jackson County, North Carolina.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Association has caused these presents to be executed by its President, all by order of its Board of Directors duly given, the day and year first above-written.

EAGLE'S RIDGE OWNERS ASSOCIATION,
INCORPORATED, a North Carolina non-profit
corporation

By: _____(SEAL)
ROBERT FERNANDEZ, President

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, _____, a Notary Public, do hereby certify that Robert Fernandez personally appeared before me this day and acknowledged that he is the President of Eagle's Ridge Owners Association, Incorporated, a North Carolina non-profit company, and that he, as President, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the _____ day of October, 2025.

Notary Public _____

(official seal)

My Commission Expires: _____

IN WITNESS WHEREOF, the Association has caused these presents to be executed by its Secretary, all by order of its Board of Directors duly given, the day and year first above-written.

EAGLE'S RIDGE OWNERS ASSOCIATION,
INCORPORATED, a North Carolina non-profit
corporation

By: _____(SEAL)
PAUL WITTY, Secretary

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, _____, a Notary Public, do hereby certify that Paul Witty personally appeared before me this day and acknowledged that he is the Secretary of Eagle's Ridge Owners Association, Incorporated, a North Carolina non-profit company, and that he, as Secretary, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the _____ day of October, 2025.

Notary Public _____

(official seal)

My Commission Expires: _____

EXHIBIT A
Legal Description of Eagle's Ridge Subdivision

BEGINNING on a stake in the center line of S.R. 1377 (Macktown Road), common corner of Sam Sails and the A.H. Shuler Heirs, said stake being N. 88-13-30 W. 518.15 feet from an existing iron pipe, common corner of Sam Sails; and thence with A.H. Shuler heirs line S. 27-22 W. 300.82 feet to a marked hickory, corner on the south side of small branch, common corner of the A.H. Shuler Heirs, Elizabeth Ward and Richard Sutton; thence with Richard Sutton's line N. 65-31-50 W. 165.38 feet to an existing iron pipe east of the beforementioned S.R. 1377, S. 26-41-30 W. 362.46 feet to an iron in the southeast margin of said S.R. 1377, crossing and recrossing said road, said iron being in said Sutton line and common corner of Alvin Cabe; thence with said Alvin Cabe's line, N. 67-18-30 W. 861.29 feet to an iron, N. 38-18-30 W. 495.99 feet to an iron to top of a mountain, Cabe's corner; thence continuing with said Cabe line and the top of said mountain five (5) courses and distances: S. 58-54-30 W. 20.66 feet; S. 39-10-25 W. 98.77 feet; S. 21-04-25 W. 91.43 feet; S. 46-16-20 W. 66.45 feet; S. 51-21-10 W. 117.15 feet to a marked 20 inch spanish oak on top of said mountain, common corner of Cabe and John Parris, thence leaving the top of mountain and with said John Parris N. 76-12-20 W. 688.62 feet to an 18 inch marked oak in the forks of branch, Parris corner; thence with said Parris line N. 41-19-40 E. 1,259.99 feet to an existing iron at a set stone corner, common corner of Parris and the Sutton heirs; thence with the Sutton heirs line N. 49-29-20 E. 1,414.61 feet to a 12 inch chestnut oak; N. 43-10-50 E. 1,673.14 feet to an existing iron pipe on top of a spur ridge, common corner of the Sutton heirs and Panozzo; thence with said Panozzo line S. 09-13-50 W. 295.25 feet to an iron; S. 85-32-30 E. 355.93 feet to an iron on top of a spur ridge; S. 10-48 E. 1095.56 feet to a hickory at a fence corner; S. 50-09 E. 177.36 feet to a hub and tack in a hickory stump hole; S. 77-42-50 E. 523.71 feet to an iron at the forks of a branch and corner of the old fences, common corner Panozzo and John Martin heirs; thence with said Martin line S. 54-50-30 E. 251.46 feet to an existing iron at a 28 inch white oak, old corner of Martin and Mrs. Robert Queen; thence with said Queen line and the top of a ridge, S. 35-50 W. 498.41 feet to an existing iron; S. 50-46-10 W. 263.32 feet to an existing iron pipe in the northerly line of the Locust Field Cemetery; thence with said line of said cemetery S. 68-28-40 W. 115.37 feet to a 12 inch locust; N. 87-49-20 W. 68.06 feet to another 12 inch locust, common corner of the Locust Field Cemetery and the Locust Field Baptist Church; thence with the line of said church property n. 32-01-10 W. 215.29 feet to an iron; S. 77-36-20 W. 30.03 feet to an existing iron at a locust stump on the east edge of S. R. 1377; thence with said road S. 81-28 W. 119.74 feet to a stake in said road; Charles Proctor's corner; thence leaving said road and with said Proctor's line N. 38-50-50 W. 186.59 feet to an iron; N. 83-49-30 W. 303.72 feet to an existing iron; S. 86-15-30 W. 191.63 feet to an existing iron on the east bank of a soil road, Proctor's corner; thence continuing with said Proctor's line and with center line of said road six (6) courses and distances; S. 02-03-20 E. 55.25 feet; S. 22-43-10 W. 49.98 feet; S. 41-11-40 W. 63.91 feet; S. 01-03-20 W. 207.06 feet; S. 17-34-30 W. 64.77 feet; S. 20-42-40 W. 280.32 feet to a point in the center line of the aforementioned S.R. 1377, common corner of Proctor an in the line of Sam Sails; thence with the center line of said road and with said Sails line six (6) courses and distances; S. 59-40 W. 60.56 feet; S. 48-05 W. 108.85 feet; S. 30-15-30 W. 62.16 feet; S. 00-04-30 W. 85.74 feet; S. 16-28-30 W. 120.74 feet; and S. 02-27-30 W. 85.05 feet to the BEGINNING, containing 143.83 acres. The above bearings refer to a magnetic meridian dated November, 1976, with reference to a survey for Sam Sails by Roy J. Tucker and Associates, P. A., R. L. S. The above description was taken from an unrecorded plat prepared by Roy J. Tucker & Associates, P. A., R.

L. S., entitled "W. C. Queen Heirs," dated February 15, 1982. Subject to the road right of way of State Road #1377. Subject to all utilities rights of way, easements as shown by the Public Records of Jackson County, and,

LESS, BEGINNING at an iron pipe set at a hub and tack found in the line of Panozzo (401-638), said point being located from a 20" triple Hickory, S. 50° 10' E. 177.86 feet; thence for the description of the lands herein conveyed and running with the line of Panozzo, S. 77° 43' 30" E. 523.53 feet to an iron pipe set beside a creek; thence running with the line of Martin (150-426), S. 54° 51' 35" E. 251.35 feet to an iron pipe found at the base of a 30" White Oak; thence running with the line of Robert Queen, S. 35° 48' 57" W. 498.17 feet to an iron pipe found; thence S. 50° 45' 39" W. 263.26 feet to an iron pipe found; thence running with the line of the Locust Field Cemetery and Church, S. 69° 12' 32" W. 115.59 feet to a 14" Locust; thence N. 88° 13' 43" W. 68.39 feet to a 16" Locust; thence N. 31° 52' W. 213.75 feet to an iron pipe found; thence S. 77° 55' W. 30.17 feet to an iron pipe found; thence S. 81° 27' 23" W. 119.74 feet to an iron pipe set in the edge of SR 1377, and also being located in the edge of an existing soil road bed; thence running along and with said existing soil roadway and with the line of Charles Proctor (398-396), N. 38° 46' W. 185.44 feet to an iron pipe found; being located S. 83° 48' 34" E. 303.63 feet from another iron pipe found; thence continuing with said soil roadway the following courses and distances: N. 38° 13' 38" W. 58.82 feet; N. 53° 29' 12" W. 33.40 feet; N. 52° 33' 26" W. 190.59 feet; N. 28° 12' 04" W. 80.72 feet; N. 15° 24' 39" W. 39.34 feet; N. 40° 16' 07" E. 52.80 feet; N. 22° 41' 24" E. 43.85 feet; N. 58° 59' 31" E. 24.40 feet; S. 83° 56' 58" E. 190.38 feet to an iron pipe set in the edge of said roadway; thence leaving said roadway and running N. 52° 29' 34" E. 147.26 feet to a concrete monument set between two roadways; thence N. 63° 14' 07" E. 243.05 feet to the point of BEGINNING, consisting of 15.34 acres as shown on a map or plat entitled "James W. and Peggy A. Ainslie," Dillsboro Township, Jackson County, North Carolina, bearing a date of January 19, 1985, Drawing No. J-433, as mapped and platted by James R. Davenport & Associates, Inc., R. L. S.

AMENDMENT TO BYLAWS OF EAGLE'S RIDGE SUBDIVISION

This Amendment to Bylaws of Eagle's Ridge Subdivision is made this the 4th day of October, 2025 by EAGLE'S RIDGE OWNERS ASSOCIATION, INCORPORATED, a North Carolina non-profit corporation (the "*Association*").

RECITALS

WHEREAS, pursuant to Article X, Section One of the Bylaws for Eagle's Ridge Owners Association, an amendment to the Bylaws may be proposed by 3/4 of the members of the Board of Officers at a Board meeting; and,

WHEREAS, pursuant to Article X, Section 2 of the Bylaws, the Bylaws may be amended by an affirmative vote of 2/3 of the members present at any annual meeting of the membership, provided that the Notice of the Meeting contained a copy of the proposed amendment; and,

WHEREAS, the Board proposed the following Bylaws amendment, and more than 2/3 of the members in good standing at the annual meeting affirmatively voted to adopt the proposed amendment and seek to amend the Bylaws as set forth hereinbelow.

NOW, THEREFORE, the following sections and items of the Bylaws of Eagle's Ridge Owners Association shall be amended as follows:

Article IV, Section 5, Rights and Privileges, subsection (a) Voting Right, shall be deleted in its entirety and replaced with the following:

“(a) Voting Right. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The acts approved by a majority of the votes present in person or by proxy at a meeting will be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration, the Articles, or these Bylaws.”

Article VI, Section 4, Elections, subsection (2), shall be deleted in its entirety and replaced with the following:

“(2) The proxy voting form sent out with the Notice for Annual Meeting will also have space for the nomination and vote by the Member for a nominee or nominees. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise. The persons receiving the largest number of votes shall be elected.”

Article VI, Section 6, Quorum, shall be deleted in its entirety and replaced with the following:

“Section 6. Quorum and Proxies. At Board meetings, a majority of the number of existing officers constitutes a quorum. At meetings of the membership, a quorum shall be six (6) members present and entitled to vote, whether in person or by proxy.

Votes may be cast in person or by proxy. The Board will determine the form and procedure for the use of proxies. In lieu of proxies, sealed ballots may be utilized when required by North Carolina law.”

There shall be an additional subsection added to the end of Article VI, Section 7, Meetings, subsection (f), as follows:

“(f) Telephone and Videoconference Meetings: Any annual or special meeting of the membership may be held by telephone conference, videoconference, or any other electronic means by which each participating member can hear and be heard by all other participating members.”

Article X, Amendments to Bylaws, Sections 1 and 2, shall be deleted in its entirety and replaced with the following:

“Article X: Amendments to Bylaws. These Bylaws may be amended at a regular or special meeting of the Members by a vote of sixty-seven percent (67%) of the members present in person or by proxy. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and, in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.”

Except as herein amended or modified, the terms and provisions of the Bylaws of Eagle’s Ridge Owners Association, Incorporated shall not be altered and will remain in full force and effect.

[Signature Pages Follows]

IN WITNESS WHEREOF, the Association has caused Amendment to Bylaws of Eagle's Ridge Subdivision to be executed by its Secretary, all by order of its Officers duly given, the day and year first above-written.

EAGLE'S RIDGE OWNERS ASSOCIATION,
INCORPORATED, a North Carolina non-profit
corporation

By: _____ (SEAL)
PAUL WITTY, Secretary

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, _____, a Notary Public, do hereby certify that Paul Witty personally appeared before me this day and acknowledged that he is the Secretary of Eagle's Ridge Owners Association, Incorporated, a North Carolina non-profit company, and that he, as Secretary, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the _____ day of October, 2025.

Notary Public _____

(official seal)

My Commission Expires: _____

August 14, 2025

Re: Proposed Amendments to the Governing Documents for Eagle's Ridge

To whom it may concern:

As you are aware, the Board of Directors (the "Board") of Eagle's Ridge Owners Association, Incorporated ("the Association") has hired me to draft Amendments to the Association's governing documents.

The original Declaration of Restrictions is the document filed in Book 612 at Page 212 of the Jackson County Public Registry, which details all restrictions and rules placed on the real property subject to the Declaration. The Articles of Incorporation is the document filed with the North Carolina Secretary of State that formed Eagle's Ridge Owners Association, Incorporated in 1995. The Bylaws are the document that governs how the Association is to operate. Should any of the above-referenced documents conflict, the Articles of Incorporation trumps the Bylaws, and the Declaration trumps the Articles of Incorporation and Bylaws.

Enclosed with this letter are the following documents:

- Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle's Ridge Subdivision;
- Amendment to Bylaws of Eagle's Ridge Subdivision;
- Initial Notice of Annual Meeting of Eagle's Ridge Owners Association, Incorporated; and,
- Mail-in Ballot Voting Form of Eagle's Ridge Owners Association, Incorporated for the upcoming Annual Meeting.

The main goal for amending the Declaration is to become compliant with the North Carolina laws governing planned communities, and to eliminate the ambiguity that exists within the current Declaration. By amending, we are creating a cohesive document that helps everyone understand their rights and responsibilities as Members of the Association.

The main purpose for amending the Bylaws is to give the Association the ability to host meetings virtually, in addition to in person, and to give Members more flexibility to vote on Association matters via proxy voting.

For the Amended Declaration and Amended Bylaws to be enacted, there must be a 67% affirmative vote from the Members of the Association, which means the Association must receive your affirmative vote by either attending the Association meeting in person or sending in a mailed in ballot as your vote.

It is very important that if you cannot attend the Annual Meeting in person that you mail in your ballot form. After the vote passes, you will be able to submit a proxy vote for all future Association meetings.

Once the Association receives the necessary votes required, the Amended Declaration will be recorded with the Register of Deeds, and the Amended Bylaws will be kept with all other Association records held by the Secretary. Should you have additional questions or concerns, please feel free to contact me.

Sincerely,
RIDENOUR & GOSS, P.A.

Tori Schiffli
tori@sylvalawyers.com

**MAIL-IN BALLOT FORM
OF
EAGLE'S RIDGE OWNERS ASSOCIATION, INCORPORATED**

Name of Owner(s): _____ (print)

Mailing Address: _____

Email Address: _____

I/We, the undersigned, being a member(s) in good standing of Eagle's Ridge Owners Association, Incorporated do hereby submit my/our vote as indicated below for the Meeting of the Association scheduled to be held on October 4, 2025 at 10:00 a.m.:

1. To vote to approve and adopt the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle's Ridge Subdivision, which were distributed with the Notice of Meeting:
☐ **Yes**, adopt the Amended and Restated Declaration.
☐ **No**, do not adopt the Amended and Restated Declaration.
2. To vote to approve and adopt the Amendment to Bylaws of Eagle's Ridge Subdivision, which were distributed with the Notice of Meeting:
☐ **Yes**, adopt the Amendment to Bylaws.
☐ **No**, do not adopt the Amendment to Bylaws.

Please submit your signed ballot form by no later than September 26, 2025 via regular mail sent to PO Box 965, Sylva, NC 28779 and via email sent to tori@sylvalawyers.com.

Signature

Signature

ARAGONRAD LPT

Patient Information

KELLEY, DARRELL

165 EAGLES RIDGE RD

SYLVA, NC, 28779

Administrative Sex: Male

DOB: Dec 17, 1956

Home Phone: (760) 835-0226

Order Details

CT Pelvis WO Contrast

PROCEDURE: CT OF PELVIS WITHOUT CONTRAST

CPT CODE: 72192

HISTORY: Male, 68 years old - 22253000: Pain in the low back and hip.

COMPARISON: None.

TECHNIQUE: The patient's history and medications were reviewed and no contraindications found. Axial CT images were obtained from the iliac crest through the symphysis pubis. Oral contrast was not administered. Lack of oral contrast decreases sensitivity for detection of bowel findings.

Multiplanar reformations were acquired and interpreted.

The following radiation dose reduction techniques were used;

- Automated exposure control
- Adjustment of the mA and /or KV according to patient size

FINDINGS:

POSTOPERATIVE CHANGES: None.

PERITONEAL CAVITY: No ascites or pneumoperitoneum.

ALIMENTARY TRACT: The colon is not dilated. Multiple diverticula in the sigmoid colon without inflammation. The small bowel is not dilated.

APPENDIX: Normal.

BLADDER: Urinary bladder is mostly decompressed probably related to its apparent mild wall thickening but therefore incompletely evaluated. Please exclude urinary tract infection clinically.

PELVIC ORGANS: No significant findings.

INGUINAL REGIONS: No significant findings.

MUSCULOSKELETAL: Mild bilateral hip joint space narrowing. Mild sclerosis of each acetabulum.

OTHER: Mild left and no significant right neuroforaminal narrowing L5-S1, moderate left and mild right neuroforaminal narrowing at L4-L5. Moderate endplate changes and disc space narrowing L3-L4 and L4-L5 with small marginal osteophytes and facet arthropathy.

IMPRESSION:

No CT evidence of acute hip joint pathology.

Mild bilateral hip joint degenerative changes.

Lumbar degenerative changes as above.

Thank you for allowing us to participate in the care of your patient.

Electronically signed by Frank Bonomo, DO

Provider Comments: This result has been automatically released to your health record at the direction of your provider. Your provider may not have yet reviewed this result.

**NOTICE OF ANNUAL MEETING
OF
EAGLE'S RIDGE OWNERS ASSOCIATION, INCORPORATED**

PLEASE TAKE NOTICE that the Members of Eagle's Ridge Owners Association, Incorporated (the "Association"), being any person, firm, corporation, or other legal entity holding fee simple title to any lot within the Eagle's Ridge subdivision, shall hold the annual meeting of the members of the Association on October 4, 2025 at 10:00 a.m. The location of said meeting shall be included in a final Notice sent once confirmed.

The Board wanted to send a preemptive Notice to the Members in order to provide enough time to review the documents being voted on at the upcoming annual meeting and to include enough time to send a mail ballot should you be unavailable to attend the meeting.

A copy of the proposed Amended and Restated Declaration and Amendment to the Bylaws are enclosed with this notice. Please note that revisions have been made in accordance with the discussion at the 2024 annual meeting.

Date: August --, 2025.

EAGLE'S RIDGE OWNERS ASSOCIATION,
INCORPORATED

Tori Schiffli, Attorney for
Eagle's Ridge Owners Association,
Incorporated