

NORTH CAROLINA
JACKSON COUNTY

THE CERTIFICATE OF:

Denise D. O'Connor

IS CERTIFIED TO BE CORRECT:

Joe Hamilton
REGISTER OF DEEDS



Doc ID: 003083740009 Type: CRP
Recorded: 09/24/2004 at 02:10:55 PM
Fee Amt: \$38.00 Page 1 of 9
Jackson County, NC
Joe Hamilton Register of Deeds

BK 1451 PG 779-787

RIVERBEND ON THE TUCKASEGEE HOMEOWNERS' ASSOCIATION, INC.

REVISED RULES AND REGULATIONS

AFFECTING LOTS LOCATED IN THE SUBDIVISION KNOWN AS

"RIVERBEND ESTATES"

SECTION I (PLAT CABINET 3 SLOT 808)

SECTION II (PLAT CABINET 11, SLIDE 82)

SECTION III (PLAT CABINET 11, SLIDE 83)

IN CULLOWHEE TOWNSHIP, JACKSON COUNTY, NORTH CAROLINA

THE "Rules and Regulations" of Riverbend on the Tuckasegee are as follows:

1. ADMISSION into the Association: The Association reserves the right to refuse admittance to the Riverbend Estates to any applicant. **ADULTS ONLY** will be accepted as residents. The minimum age of a resident is 40 years old. References will be required and checked by the Association before admittance as a resident. The applicant must be considered desirable and compatible with the other residents of the community. Occupancy is limited to one family with no more than two adults per home, excluding house guest. Any exception to the occupancy rule must have special written permission from the Association. Any home that has more than two persons in residence will be charged an additional \$10.00 per person per month for service charges.

2. GUESTS VISITATION: Visitors are welcome, provided they adhere to the rules and regulations. Owners are responsible for their guests' actions. Therefore, the owners should familiarize their guests with the rules and regulations.

3. CHILDREN AS GUESTS: The children and grandchildren as guests are welcome provided that they do not inconvenience other residents. Owners are responsible to see that the children guests do not disturb neighbors or abuse property. Owners shall be held financially responsible for damage caused by their children guests to private or community property.

4. THE HOMESITE: The owner is responsible for the overall appearance of the homesite. It shall be kept neat, orderly, clean and free from litter at all times. No items are to be stored or left sitting outside of the home or carport unless they are in an enclosed storage shed. Homesites which are not maintained to park standards may be maintained by the Association and a fee shall be charged for said maintenance and become a lien on the homesite.

a) To insure that each homesite contributes to the appearance of the community, all construction done or caused to be done on any home by a resident to the exterior of a home or on the homesite must be approved by the Association. The owner shall keep the homesite free of all mechanics' liens resulting from the construction of any improvements to the homesite.

b) Homesites contain extensive underground utilities. Telephone lines, sewer lines, cable T.V. lines and high voltage electric transmission lines are underground throughout the community; therefore, any digging or home placement must be done with proper knowledge of location and approval of the Association.

c) Only furniture specifically designed for outside use is allowed outside the home or on decks.

d) The owner is responsible for the sewer line from the home to where it connects to the development line. Any stoppage in the line is the owner's responsibility. Owner is responsible for the water line, cable T. V. line, and telephone line from owner's home to the development connection.

e) The lot Owner is responsible for the electric line from the home to where it connects to the electric company line. The Association shall not be responsible for any telephone or

f) No fences of any type are permitted. No outside laundry lines may be installed unless it cannot be seen from the street. No type of exterior antenna or T.V. dish is permitted in excess of 24" in diameter.

g) Propane tanks are to be buried underground.

5. THE HOME: Homes shall be attractively maintained by the owner and comply with all applicable Conditions, Restrictions and Stipulations and Association rules and regulations, as from time to time amended.

a) No home accessories or add-ons are to look home-made. If they have a home-made appearance, they will have to be removed.

b) All homes must be adequately insured for liability.

c) Any new homes shall have a shingle roof and a vinyl exterior finish.

d) The home shall be under pinned with a solid foundation according to governmental regulations and be skirted with either brick, masonry or stucco covered block.

e) No new home may be located or moved into the development or relocated within the community unless first approved by the Association.

f) Air conditioning may be installed by using a compressor on an exterior platform only. Window air conditioners are not permitted.

g) All homes including carports, garages, storage sheds and covered decks must have rain gutters and downspouts.

h) All carports, garages, and utility sheds are to be constructed with vinyl siding with shingle roofs and of a color that matches the color of the home.

6. LAWN MAINTENANCE: Owners are responsible for edging, trimming, watering and fertilizing their lawns and shrubs. If lawns and shrubs are not maintained, the Association may perform the necessary work and charge a fee to the owner. The Association is not responsible for broken sprinkling heads and reserves the right to establish watering hours. Landscaping is encouraged. The Association approval must be obtained before tree planting to avoid damage to utilities underground. Also, landscaping shall be planned so as not to extend onto adjoining lots.

a) Garbage is picked up periodically at the street. Garbage should be placed street side on Tuesdays for a Wednesday pickup until further notice. No burning of trash, leaves or other material is allowed. The owner shall make arrangements for a scheduled pickup time for all cuttings, leaves, trimmings, etc., at his or her expense.

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7. COMMUNITY AND RECREATIONAL AREAS: The paths, river and other facilities are used at the owners' and guests' own risk. Anyone using any of the areas shall leave it in a neat, clean and orderly condition when they are finished.

8. SPEED LIMIT: For everyone's safety, the speed limit within the community is 15 mph. Habitual offenders will be asked to live elsewhere. Advise your guests of the 15 mph limit. Pedestrians, bicycles and golf carts have the right of way.

9. VEHICLES: Except for loading and unloading, all boats, travel trailers, motor homes and large trucks are not permitted at the homesite over 24 hours. A limit of two automobiles or one automobile and one small van or small pickup truck or enclosed utility trailer per home will be allowed in the carport.

a) Owners shall park their vehicles only on their own driveways or carports and not on any lawn in the community. For reasons of safety, visitors shall not park in the streets when parking space is available in the driveway. However parking in street is only permitted if traffic is not impeded. Automobile repairs, other than emergency procedures such as flat tires, are not permitted in the community. Motorcycles are not permitted to be ridden around the community, except to and from the home.

10. NOISE: Please be considerate of your neighbors. Special care is needed to keep level of T.V.'s, radios, stereos, etc. low after 10:00 PM and before 8:00 AM. Loud and abusive language or other improper conduct will not be tolerated.

11. SALE OR TRANSFER OF HOMES: Any owner who intends to sell his or her home must have any prospective owner contact the Association to complete an application, pay the Association fees, if any, and be approved by the Association before the new owner can occupy the home. Owners selling their homes cannot guarantee prospective owners a homesite in the community. If the Association does not approve the prospective owner, the buyer of the home will not be permitted to occupy the home or receive water and services. Approval of a new buyer for the owner's home will not be unreasonably withheld.

a) Owners are permitted to sell their own homes and are permitted to display one "For Sale" sign. Said sign shall not be larger than 9" by 12" and may be displayed in front of the home. Otherwise, no signs may be placed on the outside of the home.

b) The Association has the authority to require a home be moved from the community or repaired if it does not meet the required standards or it is not compatible in condition to other homes in the community at the owner's expense.

12. RENTAL OF HOMES: Owner shall not rent the home or any part thereof, or allow any person or persons who is not the owner to occupy or use the home without the specific, written consent of the Association. Any assignment or renting without the Association's consent shall be prohibited and shall constitute a violation by owner under these Rules and Regulations.

13. MOVING HOMES: Owner shall notify the Association 30 days prior of the intent to move a home. When a home is removed, the lot is to be left clean and free of any debris. The Association must be notified of the day of the move at least two days prior to its occurrence.

14. PETS: One small dog, weighing 25 pounds or less, or one cat will be approved to live in the community. Pets are not allowed to run free. When outside, pets must be leashed or under control of the owner. Community, recreational areas or lawns, other than that of the owner, will not be used for walking pets. Owners are to pick up after their animals. In the event of pet complaints, if investigation reveals complaints are warranted, one warning will be issued to the owner. On the second complaint, the owner will be required to remove pet from the development.

No dog houses are allowed on homesites.

15. SOLICITING: Peddling, soliciting, distribution of literature or commercial enterprise is not permitted. Please contact the Association if you see someone soliciting.

16. NOTICES: All notices to the Association should be addressed to the Secretary of the Association, P.O. Box 1915, Cullowhee, NC 28723. Any notice from the Association to an owner will be mailed or delivered to the owner at the owner's address.

17. PENALTIES:

a) The Association may evict, fine or impose other sanctions on a resident for:

(1) Nonpayment of service charge if owner fails to pay said charge when due and if the default continues for three days after delivery of written demand by the Association to owner.

(2) Conviction of a violation of federal or state law or local ordinance which violation may be deemed by the Association to be detrimental to the health, safety or welfare of other owners of the community.

(3) Violation of the deed restrictions and/or these Conditions, Restrictions and Conditions and Rules and Regulations, or any applicable law, which:

(i) is found by a Court to have been an act which endangered the life, health, safety, property, or peaceful enjoyment of the community or its occupants; or

(ii) is a second violation within 12 months. The Association shall notify the owner, in writing within 30 days of the first violation specifying the actions of owner causing the violation and giving the owner 7 days to respond to the charge before imposing or taking action to correct the noncompliance.

(4) Failure of the purchaser or new owner to pay the Association fees, if any, or to secure the Association's approval for a new house or to determine the owner's home to be qualified and to obtain the Association's written approval to become a new owner.

b) The Association may obtain relief through the Courts, including injunctive relief and through other provisions under Chapter 47C, North Carolina General Statutes.

18. **RESPONSIBILITY AND LIABILITY:** All persons who enter or live in the community do so at their own risk. The Association absolves itself from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other cause whatsoever, whether by automobile, or other vehicle or otherwise, regardless of the location of the incident within the community.

19. **SERVICE/MAINTENANCE FEES:** All service charges shall be established by August 1st for each year by the Board of Directors and are payable in advance on the first day of the month by check or money order.

a) If the fee is not paid by the fifteenth (15th) of the month, a penalty of \$5.00 will be added each month until paid in full.

b) The monthly service fee shall be payable to Riverbend on the Tuckasegee Homeowners' Association, Inc., PO Box 1915 Cullowhee, North Carolina 28723 or such other place as the Association shall designate.

c) The Association shall provide the following services to the lot of the owner:

1. Water
2. Sewer
3. Lawn Mowing, except to Lots 2, 3, and 4, Section II, as shown on Plat Cabinet 11, Slide 82 and Lots 1 and 2, Section III, as shown on Plat Cabinet 11, Slide 83.
4. Street maintenance of subdivision roads
5. Garbage removal
6. Cable TV
7. The owners of the lots excepted in Subparagraph C above and the Association may negotiate separately for lawn maintenance.

d) The service fee of owners not receiving lawn mowing shall be 10% less than the service fee paid by other owners receiving full services.

e) Electric and telephone services are the responsibility of the owner and will be billed to the owner separately by the provider of the service.

f) Service charges are to be determined by the Association Board of Directors. Property owners are to be given 20 days notice of any change in service charges. A service increase shall not exceed 10% per annum, excluding special assessments.

20. **ADDITIONAL CHARGES:** The owner is responsible for individual home insurance and property taxes assessed on the home and any improvements thereto. The owner may be assessed for failure to perform routine maintenance and/or landscaping as required by the Association Rules and Regulations.

21. **RIGHTS OF APPEAL:** On occasion a paragraph of this document may cause a homeowner undue hardship or duress, an exception or waiver request may be filed in writing with the Secretary of the Board of Directors. A waiver of the Restriction or Rules may be granted by a majority vote of the Board.

c) The rights of the Association set forth in these rules and regulations are cumulative and failure of the Association to exercise any rights shall not operate to forfeit any other rights of the Association. No waiver by the Association of any rule or regulation shall be deemed to constitute or imply a further waiver of that or any other rule or regulation.

d) These rules and regulations may be amended by a proposal from the Association Board of Directors as found necessary, from time to time. The proposed changes must be approved by a majority of the Association members at a regular or special meeting of the Association before the changes become effective. All residents will receive written notice of amendment 60 days prior to effective date of the amendment.

e) In the event that any owner is found in breach of any of the Conditions, Restrictions and Stipulations of Riverbend on the Tuckasegee, or any of the Rules and Regulations of the said subdivision, or has not paid their assessments, fees or penalties as provided by said rules, and legal action is instituted by the Association against the owner, the owner shall pay for the cost of the legal process to collect such funds or enforcement of any such compliance, including court cost and reasonable attorney's fees.

f) All the provisions of Conditions, Restrictions and Stipulations as recorded in Book 642, Page 66 Jackson County Registry, North Carolina are hereby incorporated by reference into these Rules and Regulations and shall remain in full force and effect unless specifically superseded by this revision.

24. These Rules and Regulations shall be applicable to Riverbend Estates Section I as shown in Plat Cabinet 3, Page 808, Revised Section I, as shown on Plat Cabinet 9, Slide 833, Section II, as shown on Plat Cabinet 11, Slide 82 and Section III, as shown on Plat Cabinet 11, Slide 83.

RIVERBEND ON THE TUCKASEGEE
HOMEOWNERS ASSOCIATION, INC.

By: Kalorus Frank
President

ATTEST:

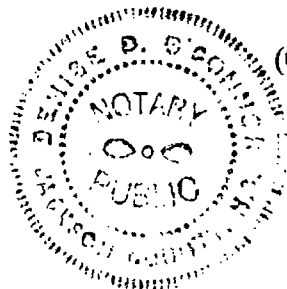
Edna Allen
Edna Allen, Secretary

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, Denise O'Connor, Notary Public for said State and said County do hereby certify that Edna Allen personally appeared before me this day and acknowledged that she is Secretary of Riverbend on the Tuckasegee Homeowners Association, Inc., a Corporation that by authority duly given and as the act of the members of the Association, the foregoing instrument was signed in its name by its President, and attested by herself as secretary. The revised new rules and regulations were duly adopted and approved at a special meeting at which all members were notified and a majority voted in the affirmative.

Witness my hand and official seal this the 24 day of September, 2004.

(OFFICIAL SEAL)



Denise O'Connor
NOTARY PUBLIC
My Commission Expires: 10-04-04

NORTH CAROLINA
JACKSON COUNTY

THE CERTIFICATE OF:

Cameron B. Higdon

IS CERTIFIED TO BE CORRECT
Joe Hamilton
REGISTER OF DEEDS

Doc ID: 003098850009 Type: CRP
Recorded: 10/26/2004 at 01:13:39 PM
Fee Amt: \$38.00 Page 1 of 9
Jackson County, NC
Joe Hamilton Register of Deeds
BK 1458 PG 580-588

RIVERBEND ON THE TUCKASEGEE HOMEOWNERS' ASSOCIATION, INC.

CORRECTED

REVISED RULES AND REGULATIONS

AFFECTING LOTS LOCATED IN THE SUBDIVISION KNOWN AS

"RIVERBEND ESTATES"

SECTION I (PLAT CABINET 3 SLOT 808)

SECTION I REVISED (PLAT CABINET 9 SLOT 83)

SECTION II (PLAT CABINET 11, SLIDE 82)

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e) The lot Owner is responsible for the electric line from the home to where it connects to the electric company line. The Association shall not be responsible for any telephone or electric lines. Any removal or trimming of trees, bushes or shrubs are the responsibility of the resident on his or her homesite.

f) No fences of any type are permitted. No outside laundry lines may be installed unless it cannot be seen from the street. No type of exterior antenna or T.V. dish is permitted in excess of 24" in diameter.

g) Propane tanks are to be buried underground.

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(2) Conviction of a violation of federal or state law or local ordinance which violation may be deemed by the Association to be detrimental to the health, safety or welfare of other owners of the community.

(3) Violation of the deed restrictions and/or these Conditions, Restrictions and Conditions and Rules and Regulations, or any applicable law, which:

(i) is found by a Court to have been an act which endangered the life, health, safety, property, or peaceful enjoyment of the community or its occupants; or

(ii) is a second violation within 12 months. The Association shall notify the owner, in writing within 30 days of the first violation specifying the actions of owner causing the violation and giving the owner 7 days to respond to the charge before imposing or taking action to correct the noncompliance.

(4) Failure of the purchaser or new owner to pay the Association fees, if any, or to secure the Association's approval for a new house or to determine the owner's home to be qualified and to obtain the Association's written approval to become a new owner.

b) The Association may obtain relief through the Courts, including injunctive relief and through other provisions under Chapter 47C, North Carolina General Statutes.

18. **RESPONSIBILITY AND LIABILITY:** All persons who enter or live in the community do so at their own risk. The Association absolves itself from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other cause whatsoever, whether by automobile, or other vehicle or otherwise, regardless of the location of the incident within the community.

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a) If the fee is not paid by the fifteenth (15th) of the month, a penalty of \$5.00 will be added each month until paid in full.

b) The monthly service fee shall be payable to Riverbend on the Tuckasegee Homeowners' Association, Inc., PO Box 1915 Cullowhee, North Carolina 28723 or such other place as the Association shall designate.

c) The Association shall provide the following services to the lot of the owner:

1. Water
2. Sewer

3. Lawn Mowing, except to Lots 2, 3, and 4, Section II, as shown on Plat Cabinet 11, Slide 82 and Lots 1 and 2, Section III, as shown on Plat Cabinet 11, Slide 83.
4. Street maintenance of subdivision roads
5. Garbage removal
6. Cable TV
7. The owners of the lots excepted in Subparagraph C above and the Association may negotiate separately for lawn maintenance.

d) The service fee of owners not receiving lawn mowing shall be 10% less than the service fee paid by other owners receiving full services.

e) Electric and telephone services are the responsibility of the owner and will be billed to the owner separately by the provider of the service.

f) Service charges are to be determined by the Association Board of Directors. Property owners are to be given 20 days notice of any change in service charges. A service increase shall not exceed 10% per annum, excluding special assessments.

20. **ADDITIONAL CHARGES:** The owner is responsible for individual home insurance and property taxes assessed on the home and any improvements thereto. The owner may be assessed for failure to perform routine maintenance and/or landscaping as required by the Association Rules and Regulations.

21. **RIGHTS OF APPEAL:** On occasion a paragraph of this document may cause a homeowner undue hardship or duress, an exception or waiver request may be filed in writing with the Secretary of the Board of Directors. A waiver of the Restriction or Rules may be granted by a majority vote of the Board.

22. **EFFECTIVE DATE:** The effective date of this document will be upon recording in the office of the Register of Deeds in Jackson County, North Carolina.. As of the effective date, all previous and existing rules and regulations are superseded by this revision.

23. **MISCELLANEOUS:**

a) Neighborhood disputes are not the concern of the Association, unless the community is involved. Personality conflicts are not under the purview of the Association. Please respect your neighbor.

b) Legitimate complaints should be reported to the Association in writing and signed; however, the Association will not tolerate habitual complainers or agitators.

c) The rights of the Association set forth in these rules and regulations are cumulative and failure of the Association to exercise any rights shall not operate to forfeit any other rights of the Association. No waiver by the Association of any rule or regulation shall be deemed to constitute or imply a further waiver of that or any other rule or regulation.

d) These rules and regulations may be amended by a proposal from the Association Board of Directors as found necessary, from time to time. The proposed changes must be approved by a majority of the Association members at a regular or special meeting of the Association before the changes become effective. All residents will receive written notice of amendment 60 days prior to effective date of the amendment.

e) In the event that any owner is found in breach of any of the Conditions, Restrictions and Stipulations of Riverbend on the Tuckasegee, or any of the Rules and Regulations of the said subdivision, or has not paid their assessments, fees or penalties as provided by said rules, and legal action is instituted by the Association against the owner, the owner shall pay for the cost of the legal process to collect such funds or enforcement of any such compliance, including court cost and reasonable attorney's fees.

f) All the provisions of Conditions, Restrictions and Stipulations as recorded in Book 642, Page 66 Jackson County Registry, North Carolina are hereby incorporated by reference into these Rules and Regulations and shall remain in full force and effect unless specifically superseded by this revision.

24. These Rules and Regulations shall be applicable to Riverbend Estates Section I as shown in Plat Cabinet 3, Slot 808, Revised Section I, as shown on Plat Cabinet 9, Slide 83, Section II, as shown on Plat Cabinet 11, Slide 82 and Section III, as shown on Plat Cabinet 11, Slide 83.

RIVERBEND ON THE TUCKASEGEE
HOMEOWNERS ASSOCIATION, INC.

By: *Cameron Frank*
President

ATTEST:

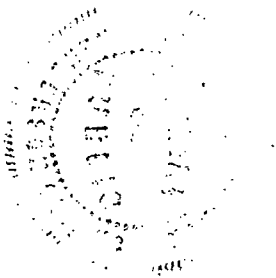
Edna Allen
Edna Allen, Secretary

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, *Cameron R. Higdon*, Notary Public for said State and said County do hereby certify that Edna Allen personally appeared before me this day and acknowledged that she is Secretary of Riverbend on the Tuckasegee Homeowners Association, Inc., a Corporation that by authority duly given and as the act of the members of the Association, the foregoing instrument was signed in its name by its President, and attested by herself as secretary. The revised new rules and regulations were duly adopted and approved at a special meeting at which all members were notified and a majority voted in the affirmative.

Witness my hand and official seal this the *26th* day of October, 2004.

(OFFICIAL SEAL)



Cameron R. Higdon
NOTARY PUBLIC
My Commission Expires: *02/25/2006*

Doc ID: 003925640005 Type: CRP
Recorded: 05/29/2009 at 03:19:03 PM
Fee Amt: \$26.00 Page 1 of 5
Jackson County, NC
Joe Hamilton Register of Deeds
BK 1801 PG 238-242

Prepared By and Return To:
Heather C. Baker (2009 H 236)
Coward, Hicks & Siler, P.A.
705 West Main Street
Sylva, NC 28779

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

RIVERBEND ON THE TUCKASEGEE HOMEOWNERS' ASSOCIATION, INC.

**AMENDED
RULES AND REGULATIONS
AFFECTING LOTS LOCATED IN THE SUBDIVISION KNOWN AS
"RIVERBEND ESTATES"
SECTION I (PLAT CABINET S SLOT 808)
SECTION I REVISED (PLAT CABINET 9 SLOT 83)
SECTION II (PLAT CABINET 11, SLIDE 82)
SECTION III (PLAT CABINET 11, SLIDE 83)**

(CULLOWHEE TOWNSHIP)

The Corrected Revised Rules and Regulations of Riverbend on the Tuckasegee Homeowners Association, Inc., dated October 26, 2004 and recorded on October 26, 2004 in Deed Book 1458, Page 580, Jackson County Public Registry are hereby amended as follows:

1. Paragraph 1 - Admission into the Association, is hereby amended to read as follows:

The Association reserves the right to refuse admittance in the Riverbend Estates to any applicant. ADULTS ONLY will be accepted as residents. The minimum age of residents is forty (40) years old. References will be required and checked by the Association before admittance as a resident. The applicant must be considered desirable and compatible with the other residents of the community. Occupancy is limited to one family with not more than two (2) adults per home, excluding house guests. Any exception to the occupancy rule must have special written permission from the Association. Any

home that has more than two (2) permanent residents will be charged an additional twenty dollars (\$20.00) per person, per month for service charges. This amount shall increase each year based upon the percentage the Association fees increase for that period.

2. Paragraph 2 - Guest Visitation, is hereby amended to read as follows:

Visitors are welcome. Owners are responsible for their guests' actions and therefore, should familiarize their guests with the rules and regulations. The owners are also responsible for the payment of twenty dollars (\$20.00) per person, per month, payable with owner's next regular monthly payment.

3. Paragraph 3 - Children as Guests, is hereby amended to read as follows:

The children and grandchildren as guests are welcome. Owners/hosts are responsible to see that the children are supervised at all times and do not disturb others and/or abuse property. No children under forty (40) can be permanent residents. Owners shall be responsible for any damages caused by their children and/or grandchild to common property. Owners are also responsible for the twenty dollars (\$20.00) per person, per month guest fee payable with owner's next regular monthly payment.

4. Paragraph 4 - The Homesite, Subparagraph B, is hereby amended to read as follows:

Homesites contain extensive underground utilities. Telephone lines, sewer lines, cable TV lines and high voltage electrical transmission lines are underground throughout the community; therefore any digging or home placement must be done with proper knowledge location as marked by the utility company and approval of the Association.

5. Paragraph 5 - The Home, Subparagraph A, is hereby amended to read as follows:

No exterior additions or accessories are to be of poor craftsmanship. They are to be made of the same or similar materials as the residence as to appear to the detriment of the community.

6. Paragraph 5 - The Home, Subparagraph D, is hereby amended to read as follows:

The home shall be underpinned with a solid foundation according to governmental regulations and be skirted with either brick or stucco covered block.

7. Paragraph 5 - The Home, Subparagraph G, is hereby amended to read as follows:

All homes including carports, storage sheds and covered decks must have rain gutters and downspouts.

8. Paragraph 5 - The Home, Subparagraph H, is hereby amended to read as follows:

One carport, one utility (storage) shed can be placed on each homesite. It must be constructed with matching siding with matching shingle roofs that match the color and style of the existing home.

9. Paragraph 6 - Lawn Maintenance, is hereby amended to read as follows:

Owners are responsible for edging, trimming, watering and fertilizing their lawns and shrubs. If laws and shrubs are not maintained, the Association may perform the necessary work and charge a fee to the owner. The Association reserves the right to establish watering days and hours. Landscaping is encouraged. The Association approval must be obtained before tree planting to avoid damage to utilities underground. Also, landscaping shall be planned so as to not extend onto adjoining lots.

10. Paragraph 9 - Vehicles, is hereby amended to read as follows:

Except for loading and unloading, all boats, travel trailers, motor homes and large trucks are not permitted on the homesites over twenty-four (24) hours. A limit of three (3) vehicles (automobile, van or small pickup trucks (less than 3/4 ton)) will be permitted per homesite in carport or designated paved parking areas. Spaces may vary with each homesite.

11. Paragraph 11 - Sale of Transfer of Homes, Subparagraph A, is hereby amended to read as follows:

Owners are permitted to sell their own homes and are permitted to display one (1) "For Sale" sign. Said sign shall not be larger than 24" by 18" located on the front of the property.

12. Paragraph 14 - Pets, is hereby amended to read as follows:

One small dog, weighing twenty-five (25) pounds or less, or one cat will be approved to live in the community. Pets are not allowed to run free. When outside, pets must be leashed or under control of the owner. Community, recreation areas or lawns, other than that of the owner, will not be used for walking pets. Owners are to pick up after their animals. In the event of pet complaints, if investigation reveals complaints are warranted, one warning will be issued to the owner. On the second written complaint, the owner will be required to remove the pet from the development. No dog houses are allowed on homesites.

13. Paragraph 17 - Penalties, Subparagraph B, is hereby amended to read as follows:

The Association may obtain relief through the Courts, including injunctive relief and through other provisions under Chapter 47F, North Carolina General Statutes.

14. Paragraph 19 - Service/Maintenance Fees, Subparagraph C(3), is hereby amended to read as follows:

Lawn Mowing, except on Lots 2, 3 and 4, Section II, as shown on Plat Cabinet 11, Slide 82, and lots A and B, Section III, as shown on Plat Cabinet 11, Slide 83.

15. Paragraph 19 - Service/Maintenance Fees, Subparagraph C(6), is hereby amended to read as follows:

Cable TV (Except Lots 2, 3 and 4 in Section II and Lots A and B in Section III. Cable shall be provided to these lots once the owners become members of the Association.)

16. Paragraph 23 - Miscellaneous, Subparagraph D, is hereby amended to read as follows:

These rules and regulations may be amended or revised by a proposal from the Association's Board of Directors as found necessary, from time to time. The proposed changes must be approved by a majority of the Association members at a regular or special meeting of the Association before the changes become effective. All residents will receive written notice of amendments sixty (60) days prior to the effective date of the amendment(s).

All remaining paragraphs and subparagraphs of the Corrected Rules and Regulations of Riverbend on the Tuckasegee Homeowners' Association, Inc., recorded in Deed Book 1458, Page 580, Jackson County Public Registry, remain in full force and effect and are incorporated herein by reference.

Signatures on Next Page

This the 27 day of May, 2009.

**Riverbend on the Tuckasegee
Homeowners' Association, Inc.**

By: _____

President

Attest: _____

Secretary

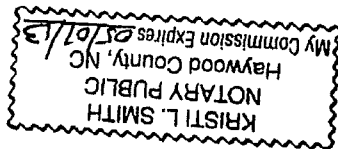
STATE OF NORTH CAROLINA
COUNTY OF Jackson

I, Kristi L. Smith, Notary Public for the aforesaid State and County, do hereby certify that Sean Brown, personally appeared before me this day and acknowledged that he/she is Secretary of Riverbend on the Tuckasegee Homeowners' Association, Inc., a Corporation that by authority duly given and as the act of the members of the Association, the foregoing instrument was signed in its name by the President and attested by himself/herself as Secretary. The Amended Rules and Regulations were duly adopted and approved at a special meeting at which all members were notified and a majority voted in the affirmative.

WITNESS my hand and official seal this the 27th day of May, 2009.

My Commission Expires:

05/07/13



Kristi L. Smith
Notary Public

Kristi L. Smith
Printed Name of Notary Public

Certification

I, the undersigned, do hereby certify, that I am the duly elected and acting Secretary of the Riverbend on the Tuckasegee Homeowners' Association, Inc., a non-profit, North Carolina Corporation and that the foregoing Amended Rules and Regulations of "Riverbend Estates" as duly adopted at the special meeting of the association.

IN WITNESS WHEREOF, I have hereunto subscribed my hand for said Association this the 27 day of May, 2009

Sean Brown
Secretary

CONDITIONS, RESTRICTIONS AND STIPULATIONS AFFECTING LOTS LOCATED IN THE SUBDIVISION KNOWN AS "RIVERBEND ESTATE" IN CULLOWHEE TOWNSHIP, JACKSON COUNTY, NORTH CAROLINA AS RECORDED IN CABINET 3, SLOT 808: REGISTER OF DEEDS FOR JACKSON COUNTY, NORTH CAROLINA

1] Party of the second part shall neither cause nor permit any offensive activity to be carried on upon the lands and premises above described, nor cause or permit anything to be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot hereinabove described, except dogs, cats, and other household pets as set out in the Rules & Regulations may be kept, provided, that they are not bred or maintained for commercial purposes. For the purpose of these restrictive covenants the keeping of chickens, ducks, geese, or other fowl, or of hogs, goats, sheep or livestock shall be considered offensive activities, but this specification shall not exclude other offensive activities not herein set forth.

2] Party of the second part may subdivide, sell or convey any part of said lands and premises less than the whole thereof but no home may be moved, erected on, or constructed on any lot smaller in size than that as originally appearing on the recorded plat.

3] The lots shall be used for residential purposes and single family residence only, and not for business, manufacturing, commercial or apartment house purposes; the party of the second part shall place or maintain only one home per lot as provided in the Rules and Regulations.

4] No structure shall in any event be placed, erected or maintained so that any part thereof lies within five (5) feet of either side boundary line of the lands herein conveyed or seven (7) feet of the boundary of the bordering the street.

5] One tool house, shed or other out building may be built apart from the home per lot. The said structure shall be of new construction. No metal buildings are permitted.

6] All garages, carports and any subsequent additions to the home shall be of new construction and shall be of the same kind of material as the construction of the home and it shall be substantial and conform architecturally with the dwelling.

7] An easement and a right of way are hereby expressly reserved in and over all existing access roads for travel of all kinds and in and over a strip of land seven (7) feet in width, measured from the edge of the pavement of the streets or roads, along the front line of the lots for the construction and maintenance of electric light, power and telephone service lines, storm water drains, land drains, cable t.v., public and private sewers, pipe lines supplying water, or other public or other quasi-public utility. Party of the first part, shall have the right to enter and permit others to enter upon said reserved roads and utility strip of land for any of the purposes for which the said easements and rights of way are reserved.

8] Party of the second part shall neither cause or permit the river running by the Riverbend Subdivision or adjacent property to be in any way polluted and she/he/they do hereby covenant to keep the same litter free and unpolluted.

9] The party of the first part may convey the roads and utilities, to a property owners association to assume full control and maintenance of the roads and utilities. The association of property owners will have the right to collect, on an annual basis by fees or assessments, funds for the repairs, improvement and maintenance of roads and utilities in the subdivision.

10] No advertising sign or bill board of any kind shall be erected or allowed to remain on said lots, except for a "For Sale" sign not larger than 9" by 12" as set out in the Rules and Regulations.

11] All roads and/or streets located within the confines shall be for the private use, benefit and enjoyment of the owners of lots within Riverbend Estate.

12] An easement over Lot Nos. 10 through 33 is hereby excepted and reserved by the parties of the first part for recreational purposes, including but not limited to walking, picnicking, and fishing, on a strip of land lying adjacent to the Tuckaseegee River to be used and enjoyed by the Owners of lots in Riverbend, their guests, heirs, assigns or successors. The easement is to be ten (10) feet in width as is indicated and as recorded in Cabinet 3, Slot 808, in the Office of the Register of Deeds for Jackson County or as the said easement is presently located on the ground and established by the party of the first part, which easement may exceed ten (10) feet.

13] The party of the first part has adopted certain Rules and Regulations, as may be amended from time to time, for the subdivision, a copy of which was delivered and received by the party of the second part. These Rules and Regulations are incorporated and made a part of this document by reference hereto.

14] The party of the first part has adopted a service or monthly maintenance fee and agreement, as may be amended from time to time, a copy of which was delivered and received by the party of the second part. This agreement is incorporated into and made a part of this document by reference hereto.

15] These covenants and restrictions shall be binding and effective in perpetuity in respect to the lands herein conveyed, and shall any of these terms, conditions, and restrictions above stated by declared invalid by any Court, those not so declared invalid shall remain in full force and effect; provided however, that the said party of the first part, reserve the right to release, amend, change, or modify these restrictions until such time as 20 lots are sold and thereafter, any changes or amendments shall be with the approval of the majority of the owners of lots in Riverbend Estate.

16] As used in these conditions, restrictions, and stipulations, the designation of "party of the first part" and "party of the second part" shall include parties, their heirs, successors, assigns and firms and corporations, and shall include singular, plural, masculine, feminine, or neuter as required by the context.

This the 25 day of August, 1986.

WITNESS:

WITNESS:

_____ . _____ (SEAL)
_____ Constance M. Main (SEAL)
_____ Richard Wright (SEAL)
_____ Robert W. Wright (SEAL)

BOOK 642 PAGE 68

STATE OF NORTH CAROLINA

JACKSON COUNTY

I, Joanna D Mc Mahan, Notary Public, do hereby certify that R. Phillip Haire and wife, Constance M. Haire, did personally appear before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 25th day of August, 1986.

(SEAL) Joanna D Mc Mahan, Notary Public

My Commission Expires: June 30, 1991

NORTH CAROLINA

JACKSON COUNTY

I, Joanna D Mc Mahan, Notary Public do hereby certify that Richard L. Wright and wife, Rebecca Wright did personally appear before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 2nd day of August, 1986.

(SEAL) Joanna D Mc Mahan, Notary Public

My Commission Expires: June 30, 1991

NORTH CAROLINA

JACKSON COUNTY

The foregoing certificates of Joanna D Mc Mahan, Notary Public is certified to be correct. This instrument was presented for registration and duly recorded in Book 642, page on this the 26th day of August, 1986 at 12:10 o'clock P M.

Samuel Russell
Register of Deeds