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Jackson County, NC
Joe Hamilton Register of Deeds

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NORTH CAROLINA

JACKSON COUNTY

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF CANE CREEK RIDGE

This AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CANE CREEK RIDGE is made this 26th day of
March, 2018, by the Cane Creek Ridge Homeowners Association, Inc. ("Association").

WITNESSETH:

WHEREAS, by the following instruments recorded in the Jackson County Registry,
CANE CREEK RIDGE (the "Property") is subject to the following Declaration of Covenants,
Conditions and Restrictions of Cane Creek Ridge (the "Declaration") and amendments to the
same:

- (a) Book 858, Page 296 on May 16, 1994;
- (b) Book 1032, Page 482 on February 3, 1999;
- (c) Book 1058, Page 270 on September 1, 1999;
- (d) Book 1172, Page 104 on December 2, 2002;
- (e) Book 1176, Page 757 on January 30, 2003;
- (f) Book 1176, Page 760 on January 30, 2005;
- (g) Book 1188, Page 661 on June 17, 2003;
- (h) Book 1188, Page 663 on June 17, 2003;
- (i) Book 1212, Page 38 on January 2, 2004;
- (j) Book 1607, Page 4 on August 4, 2006;
- (k) Book 1760, Page 845 on August 15, 2008;
- (l) Book 1760, Page 848 on August 15, 2008;
- (m) Book 1850, Page 418 on May 24, 2010;
- (n) Book 1855, Page 446 on July 6, 2010;
- (o) Book 1895, Page 125 on May 24, 2011;

- (p) Book 1945, Page 440 on July 20, 2012;
- (q) Book 2050, Page 61 on September 26, 2014; and
- (r) Book 2051, Page 297 on October 6, 2014;

WHEREAS, the Declaration applies to and runs with the land described in Deed Book 838, Page 166, and further described in the Plat Books and Pages of the Jackson County Register of Deeds, including the following:

- (a) Plat Book 6, Page 743;
- (b) Plat Book 6, Page 812;
- (c) Plat Book 6, Page 899;
- (d) Plat Book 6, Page 911;
- (e) Plat Book 6, Page 911;
- (f) Plat Book 6, Pages 927 and 928;
- (g) Plat Book 6, Page 936;
- (h) Plat Book 6, Page 959;
- (i) Plat Book 7, Page 7;
- (j) Plat Book 7, Page 34;
- (k) Plat Book 7, Pages 97 and 98;
- (l) Plat Book 7, Page 129;
- (m) Plat Book 7, Page 248;
- (n) Plat Book 7, Page 268;
- (o) Plat Book 7, Page 275;
- (p) Plat Book 7, Page 289;
- (q) Plat Book 7, Page 293;
- (r) Plat Book 7, Pages 321 and 322;
- (s) Plat Book 7, Pages 331 and 332;
- (t) Plat Book 8, Page 12;
- (u) Plat Book 8, Page 824;
- (v) Plat Book 8, Page 52;
- (w) Plat Book 11, Page 24; and
- (x) Plat Book 14, Page 436;

WHEREAS, N.C.G.S. § 47F-2-117 provides that a Declaration may be amended by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, and such approval has been obtained;

WHEREAS, this instrument is executed to provide for the following Amended and Restated Declaration.

NOW THEREFORE, the Declaration, as amended, is hereby further amended to read as follows:

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CANE CREEK RIDGE**

THIS DECLARATION is made and effective on the date it is recorded in the Office of the Register of Deeds of Jackson County, North Carolina:

All of the Property described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The provisions of this Declaration will create mutual and equitable servitudes, reciprocal rights, and privity of contract and estate upon each lot and lot owner in the Development in favor of all other lots and lot owners.

**ARTICLE I
DEFINITIONS**

Section 1. Association. "Association" shall mean and refer to Cane Creek Ridge Homeowners Association, Inc., its successors and assigns.

Section 2. Board of Directors. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. Common Elements or Common Area. "Common Elements or Common Area" shall mean all real property owned by the Association (whether owned in fee or by way of license or easement) or leased by the Association, other than a Lot. The Common Elements shall include all roadways, easements for public and private utilities, pedestrian and recreation easements, and any other property (real, personal or mixed) or interest therein that Declarant declared to be Common Area or that the Association acquires and accepts as same. Except as provided in this Declaration, the Common Area shall be maintained by the Association.

Section 4. Lot or Lots. "Lot" shall mean and refer to any separate plot of land within the Properties or shown upon any recorded plat of the Properties intended for single family residential purposes and shall include any improvements constructed thereon, and "Lots" shall refer to all such lots collectively.

Section 5. Member. "Member" shall mean and refer to every person or entity who or which holds membership in the Association.

Section 6. Owner. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 7. Planned Community Act. "Planned Community Act" shall mean and refer to the provisions of Chapter 47F of the General Statutes of North Carolina.

Section 8. Properties. "Properties" shall mean and refer to the property described in Exhibit A, all of which is subject to the terms, covenants and conditions of this Declaration, as amended from time to time.

ARTICLE II PROPERTY RIGHTS

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration, and which is within the jurisdiction of the Association, is described on Exhibit A attached hereto.

Section 2. Rules and Regulations. The Board of Directors of the Association may establish reasonable rules and regulations concerning the use of the Common Elements and improvements located thereon. The Association may impose reasonable monetary fines and other sanctions for the violation of established rules and regulations and for the violation of any of the covenants and conditions contained in this Declaration, which monetary fines and sanctions shall be assessed and collected pursuant to the provisions of this Declaration. Copies of such rules and regulations and the amendments thereto shall be furnished by the Association to all owners.

Section 3. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Elements;
- (b) the right of the Association to suspend the voting rights by the Owner(s) of any Lot for any period during which any assessment against such Lot remains unpaid and for any period during which such Lot or any Owner or occupant thereof is in violation of the terms of this Declaration or the published rules and regulations of the Association and for a period not to exceed sixty (60) days after any such violation;
- (c) the right of the Association to dedicate or transfer non-exclusive easements on, over and upon all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Association's Board of Directors; provided, however, no such dedication or transfer shall be effective unless an instrument executed on behalf of the Association by its duly authorized officers, agreeing to such dedication or transfer, has been recorded;
- (d) the right of the Association, pursuant to Section 47F-3-112 of the Planned Community Act and with the consent of the Members entitled to cast at least eighty percent (80%) of the votes of the Association, to dedicate or transfer fee title to all or any part of the Common Elements for such purposes and subject to such conditions as may be agreed to by the Members consenting to such dedication or transfer; and, further provided that no such dedication or transfer shall interfere with or obstruct utility service to, or ingress, egress and regress to or from, the Lots or any remaining

- Common Elements or cause any Lot or any remaining Common Elements to fail to comply with applicable laws, regulations or ordinances;
- (e) the right of the Association to impose rules and regulations for the use and enjoyment of the Common Elements and improvements thereon;

Section 4. Delegation of Use. Any Owner may delegate such Owner's rights of enjoyment of the Common Elements and facilities to the members of such Owner's family, tenants or contract purchasers who reside on the Lot of such Owner.

Section 5. Leases of Lots. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot. There shall be one class of Lots with respect to voting rights. On all matters which the Membership shall be entitled to vote, the Member(s) owning each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be established as hereafter provided. All assessments which are unpaid when due, together with interest and late charges and all costs of collection, including reasonable attorneys' fees, shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and, in particular, for the (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area; (ii) repair and reconstruction of improvements on the Common Area, including without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision; (iii) payment of taxes and public assessments levied against the Common Area owned by the Association; (iv) procurement and maintenance of insurance required at law or by this Declaration; (v) employment of attorneys, accountants, and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; and (vii) such other needs as may arise.

Section 3. Annual Assessment.

- (a) At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall establish an annual budget and fix the amount of the annual assessments in advance for the following year. Within thirty (30) days of the adoption of any proposed budget, the Board of Directors shall provide to all of the 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 Board of Directors shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting the Owners of a majority of the Lots reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.
- (b) Until June 30, 2018, the maximum annual assessment shall be three hundred dollars (\$300.00) for each Lot. From and after July 1, 2018, the maximum annual assessment may be increased by the Board of Directors without approval of the Membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year. The maximum annual assessment may be increased without limit by a vote of the Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members of the Association who are voting, in person or by proxy, at a meeting duly called for this purpose.
- (c) Any annual assessment ratified by the members shall continue thereafter from year to year as the annual assessment until changed by the Board of Directors and ratified by the Members as set forth herein.
- (d) Subdivided lots will be charged an additional assessment for each lot with a number and alphabetical suffix (i.e., 49a and 49b as shown in the Jackson County Tax Records will be considered two lots requiring two (2) annual assessment fees).
- (e) Adjoining lots as shown in the Jackson County Tax Records (i.e., 48/49) shall pay assessment fees as follows: Two (2) lots pay one (1) assessment; and three (3) connective lots pay two (2) assessments fees. The maximum combination of connective lots for assessment fee purposes is three lots paying two assessments.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, special assessments for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest, or for any other purpose, provided that any such special assessment shall have the assent of the Members having at least two-thirds (2/3) of the votes entitled to be cast by Members who are voting in person or by proxy at a meeting duly called for that purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Rate of Assessments. The annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a yearly, semi-annual, quarterly or monthly basis as determined by the Board of Directors.

Section 6. Road Impact Assessment. Owners, in order to begin construction, shall pay a Road Impact Assessment intended to offset the future costs of repairing the roads, which are negatively affected by the traffic of trucks and equipment during construction. The nonrefundable Road Impact Assessment shall be assessed against any Owner who:

- (a) conducts activity on an unimproved Lot that disturbs its natural state or constructs a residence on a Lot. The Road Impact Assessment in such circumstances is One Thousand Dollars (\$1,000.00), but the Board, in its discretion, may increase this amount.
- (b) remodels or expands an existing home or engages in any similar activity that requires multiple contractor vehicular trips. The Road Impact Assessment in such circumstances is Five Hundred Dollars (\$500.00), but the Board, in its discretion, may decrease or increase this amount.

Section 7. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate from time-to-time established by the Association not to exceed eighteen percent (18%) per annum. In addition, the Association may charge a reasonable late fee as may be permitted by law, the amount of which shall be established from time to time by the Board of Directors of the Association, for assessments not paid within thirty (30) days after the due date. In addition after notice and an opportunity to be heard, the Association may 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 thirty (30) days or longer, which suspension may continue without further hearing until the delinquency is cured. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due. Interest, late payment charges, reasonably attorneys' fees, and the costs of collection for such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

ARTICLE V RESTRICTIONS

Section 1. Land Use and Type. No Lot shall be used except for single-family residential purposes. No building shall be erected, placed or permitted to remain on any Lot that is smaller than two (2) acres. Except for lots subdivided prior to January 1, 2004, there shall be no more than one house per two acre lot. Lots subdivided prior to January 1, 2004, may only construct one residence per Lot.

Section 2. Subdividing. No Lot smaller than two (2) acres shall be subdivided. Lots subdivided prior to January 1, 2004 are not subject to this section; however, there shall be no further subdividing of the Lot.

Section 3. Construction. Before any construction that requires the issuance of a building permit, the Owner must obtain a tie-in survey, sealed by a registered land surveyor, that shows the footprint of the proposed construction relative to the setbacks and rights-of-ways (established by the Deed Restrictions and Recorded Plat for the Subdivision) that borders the Lot. Owners are responsible for ensuring that they are building in appropriate areas on their Lot complying with all State laws and local ordinances concerning construction. All construction materials, equipment, vehicles and sanitary facilities must be stored/parked on the Lot where the construction is occurring and may not be left in the right-of-way. During construction, Lots must be kept free of litter and debris that could be transported by the wind or by water to adjacent Lots. Owners are responsible for making sure that vendors dispose of all litter and debris in trash receptacles.

Section 4. Setback. No structure shall be placed or erected upon any Lot within twenty-two and one-half feet (22.5') of any Lot line.

Section 5. Vehicles. Only motor vehicles carrying a current license tag will be permitted within the Property. Motor vehicles not carrying a current tag, mobile homes, and house trailers will not be permitted. During home construction, owners will be permitted to place one (1) camper/recreational vehicle on their lot for the sole purpose of supervising construction. Once a Certificate of Occupancy has been issued, owners may park a motor vehicle, camper, or farm equipment on their lot. Vacant lots cannot be used for vehicle storage. No inoperable motor vehicle may be parked or stored on any Lot or any street or other area within the Properties for a period in excess of 48 hours. Only members of the Association and their guests will be permitted to have or operate an ATV on the Property.

Section 6. Minimum Dwelling Size. No single-family dwelling will have less than six hundred ("600") square feet of enclosed heated space (exclusive of any basement area, whether the same be enclosed and heated).

Section 7. Driveways. Location of your driveway is critical to maintenance of your property and your access road. Driveways must be within the bounds of your property and not encroach on a neighbor's property, association easements and right-of-way. (They can be identified on your survey or a county plat map). Erosion is a major problem with incorrectly

installed driveways and can create major damage to your property as well as to community roads. The correct installation of a driveway includes proper pitch, a drainage culvert diameter of at least 15 inches (18 inches is preferable) and should include ditch lining.

Section 8. Nuisances. No noxious, illegal or offensive activity shall be conducted upon any Lot or the Common Elements, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot or other area within Properties shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment and discarded appliances and furniture.

Section 9. Garbage, Debris, and Litter. There shall be no burning of trash, garbage or other like household refuse on a Lot. Storage, collection, and disposal of trash will be in compliance with the rules set forth by Jackson County. Lot owners are responsible to ensure any household trash is secure from bears and other wildlife. No junk, inoperable vehicles, litter, refuse or other garbage (except in receptacles provided for that purpose) is permitted on a Lot. If property owner does not comply, the Association will have the property cleaned and may assess the cost to the owner's account.

Section 10. Animals and Pets. No animals, livestock or poultry of any kind shall be kept or maintained on the Common Elements or on any Lot or in any dwelling except that dogs, cats, fish and household birds may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina and Jackson County; and (ii) such rules and regulations as the Board of Directors may adopt from time to time, which rules and regulations, may, among other things, restrict the number, type and size of domestic pets. Animals shall not pose a nuisance to other owners. "Nuisance" for this section includes, but is not limited to:

- (a) Howling, yelping, barking or otherwise causing loud noises which would disturb a reasonable Owner.
- (b) Biting, snarling or otherwise threatening an Owner.

Dogs must be leashed when not on the Owner's Lot, and even on a Lot, animals must remain within the control of an Owner. Owners must pick-up after their animals and dispose of animal waste on any Lot or Common Area.

Section 11. Renters. Owners shall be responsible for the actions of renters and their guests. All renters and their guests shall be subject to the governing documents and any rules and regulations adopted by the Board.

Section 12. Residential Property. Lots may only be used for residential purposes. Owners may maintain a home office so long as the use of such home office is secondary to the residential use of the home, such as telecommuting or a virtual computer business, etc.). Such use does not permit visitation by clients to the Lot and shall not create an imposition upon other Owners nor create any negative impact as far as parking, traffic, or storage. Also, there shall be no:

- (a) commercial or business signs of any kind displayed on the Lot;
- (b) business, customer, or employee parking;

- (c) noise created by any business related activity;
- (d) commercial operations (for example, but not limited to, an auto repair shop, boarding and/or grooming kennel, commercial farm operations, or child/adult day care).

Section 13. Signs. No sign shall be placed or allowed to remain on any Lot except for one (1): "For Sale" sign, or one other temporary sign to advertise a yard sale or other temporary activity on the Lot and such other temporary sign shall not be permitted to remain on any Lot for more than SEVENTY-TWO (72) consecutive hours. No sign deemed by the Association or the Architectural Committee to be a nuisance or a detriment to the Properties shall be permitted to be erected or to remain on any Lot.

Section 14. Mobile Homes, Manufactured Homes. No mobile home, manufactured home, trailer, or other like structure shall be located or installed on any Lot, except as may be allowed by this Declaration. As used in this Section, mobile home or manufactured home shall mean a structure assembled in whole or in part in a location other than on the Lot, transportable in one or more sections, any section of which, during transport, is four (4) feet or more in width and ten (10) feet or more in length, which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. Modular homes may be permitted so long as placed on a permanent foundation and approved by the Architectural Review Committee. Occupancy of a motor home, trailer or temporary structure on a Lot shall be permitted while a residence is under construction provided:

- (a) active construction is being performed and the residence will be completed within one year from the building permit date on a residence with 600-1999 heated square feet and within two years from the building permit date on a residence with 2000 or more heated square feet.
- (b) The motor home, trailer or temporary structure is connected to a septic tank system.

Section 15. Encroachment on Rights of Way. No Owner shall place landscaping, yard signs or other objects in any right-of-way and shall be responsible for removal of said items and restoring the right-of-way at their own expense. Any Owner that placed landscaping, yard signs or other objects in the right-of-way prior to January 2015 will be responsible for maintaining the area around the encroachment. The Board will contact any Owner who fails to maintain the area involved. If the Owner does not thereafter perform appropriate maintenance, the Association will undertake that work and assess the Owner for the cost. In no event may an Owner encroach closer than five (5) feet from the edge of a roadway with any object. In the case of all encroachments, the Owner responsible for placing the object in the right-of-way is solely responsible for any personal injury or damages that result from the installation or placement of the object.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Improvements. No improvements which in any way alter any Lot or the improvements located thereon from its existing state shall be commenced, erected or maintained and no building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered or removed until the plans and specifications showing the nature,

kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board (the "Architectural Review Committee" or "ARC"). Notwithstanding the foregoing, landscaping improvements consisting of plant materials native to the area and commonly used in residential landscaping which do not interfere with the sight lines of motorists at intersections of the streets and/or driveways located within the Properties shall not require approval by the Board of Directors of the Association or the ARC.

Section 2. Procedures.

- (a) Any person desiring to make any improvement, alteration or change described in this Article shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Board of Directors of the Association or the Architectural Review Committee which shall evaluate such plans and specification in light of the purposes of this Article.
- (b) Upon approval by the ARC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specification bearing such approval, in writing, shall be returned to the applicant. If the ARC fails to approve or disapprove such proposed plans and specifications within thirty (30) days after complete plans and specifications have been received by it, approval will not be required and this Article shall be deemed to have been complied with. Approval for use in connection with any Lot of any plans and specification shall not be deemed a waiver of the ARC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specification relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specification, as approved, and any conditions attached to any such approval. As a condition to the granting of approval of any request made under this Article, the Association may require that the Owner(s) requesting such change be liable for any cost of maintaining, repairing and insuring the approved alteration. If such condition is imposed, the Owner(s) shall evidence consent thereto by a written document in recordable form satisfactory to the Association. Thereafter, the Owner(s), and any subsequent Owner(s) of the Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree that the cost of maintaining, repairing and insuring such alteration shall be a part of the annual assessment or charge set forth herein, and subject to the lien rights described herein.
- (c) Neither the Association, nor any other member of the Association's Executive Board or ARC, shall be responsible or liable in any way for any defects in any plans or specification approved by them, nor for any structural defects in any work done according to such plans and specifications. Further, neither the Association, nor any member of the Association's Board of Directors or ARC, shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to

approve or disapprove any such plans or specification or the exercise of any other power or right provided for in this Declaration nor for any approvals or permits required from any governmental or other entity. Every Person who submits plans or specifications for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that such Owner will not bring any action or suit against the Association, or any member of the Association's Board of Directors or Architectural Control Committee, to recover any such damage.

Section 3. Architectural Guidelines. The Association shall have the right to promulgate and from time to time amend written architectural standards and construction specifications ("Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved. The ARC shall not approve any improvements that it determines improvements which it determines in its sole discretion not to be in harmony of external design, construction and/or location in relation to surrounding structures, topography or the general plan of development of the Property.

ARTICLE VII EASEMENTS

Section 1. Utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated on recorded plats. An easement is hereby established for the benefit of the appropriate governmental entity (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Elements as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Elements such additional easements as are necessary or desirable for the providing of service or utilities to the Common Elements or Lots. In addition, the Association reserves perpetual, nonexclusive: (a) 20 foot wide easements running along the inside of all lot lines (except those lot lines coincident with road rights-of-way) and (b) easements over all roadways (as depicted by the Jackson County Plat maps). These easement dimensions are primarily depicted as the forty-five foot "Road Right-of-Way," but will also include the installation, maintenance, and operation of utilities, including electricity, water lines, cables, and the ancillary right to locate guide wires, braces or anchors, and to cut, trim or remove trees and planting, if necessary, in connection with installation, maintenance, and operation. The Association may convey reserved utility easements to an appropriate utility company, or companies.

Section 2. Use and Maintenance by Owners. Areas of a Lot affected by reserved easements will be maintained by the Lot owner, and no structures, planting or other materials will be placed on or permitted to remain that could interfere with the easement. No activities shall be undertaken on any reserved easement that may damage or interfere with the use of the easement.

Section 3. Liability. No Owner shall have any claim or other causes of action against the Association or its agents arising out of the exercise or non-exercise of any reserved easement, except in cases of willful or wanton misconduct.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Owner(s) of each Lot shall be governed by and shall comply with the provisions of this Declaration, the Bylaws of the Association and all rules and regulations of the Association adopted pursuant thereto, as any of the same are now constituted or as they may be amended from time to time. A default by any Owner shall entitle the Association or the Owner(s) of any of the other Lots to the following relief:

- (a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws of the Association and all rules and regulations of the Association adopted pursuant thereto. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Bylaws of the Association, or which may be adopted pursuant thereto, shall be grounds for relief including without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.
- (b) The Association, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to assess reasonable fines against an Owner for violations of this Declaration, the Bylaws of the Association or the Association's published rules and regulations by such Owner, or such Owner's family, guests, invitees and lessees in an amount as may be permitted by law for each violation, and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be deemed assessments and if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in the Declaration and State law for the enforcement and collection of delinquent assessments.
- (c) The Association, after notice to the Owner and a reasonable opportunity to be heard, shall have the right to suspend privileges or services provided by the Association (except rights of access to Lots) for reasonable periods for violations of this Declaration or the Bylaws, Articles or rules and regulations of the Association. If it is decided that a suspension of privileges or services provided by the Association should be imposed, the suspension may be continued without further hearing until the violation is cured.
- (d) If an Owner is legally responsible for damage inflicted on any Common Elements, the Association may direct such Owner to repair such damage, or the Association may itself cause the repairs to be made and recover damages from the responsible Owner. If damage is inflicted on any Lot by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the Owner for the cost of repairing such damages. The Association shall also be liable for any losses to the Owner, When any such claim for damages against an Owner or the Association is

less than or equal to the jurisdictional amount established for small claims by North Carolina General Statute 7A-210, any aggrieved party may request that a hearing be held before an adjudicatory panel appointed by the Board of Directors of the Association to determine if an Owner is responsible for damages to any Common Elements or the Association is responsible for damages to any Lot. Liability for each damage incident may be assessed against each Owner charged or against the Association not in excess of the jurisdictional amount established for small claims by North Carolina General Statute 7A-210. When such claim exceeds the jurisdictional amount established for small claims by North Carolina General Statute 7A-210, liability of any Owner charged or the Association shall be determined as otherwise provided by law. Liabilities of Owners determined by adjudicatory hearing or as otherwise provided by law shall be assessments secured by lien under Section 47F-3-116 of the Planned Community Act. Liabilities of the Association determined by adjudicatory hearing or as otherwise provided by law may be offset by the Owner against sums owing to the Association and if so offset, shall reduce the amount of any lien of the Association against the Lot at issue.

- (e) Adjudicatory proceedings may be held before the Board of Directors or an adjudicatory panel appointed by the Board of Directors. The Board of Directors and any adjudicatory panel appointed by the Board of Directors shall accord to the party charged notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. Any adjudicatory panel appointed by the Board of Directors shall be composed of Members of the Association who are not officers of the Association or members of the Board of Directors. An Owner may appeal the decision of an adjudicatory panel to the full Board of Directors by delivering written notice of appeal to the Board of Directors within fifteen (15) days after the date of the decision. The Board of Directors may affirm, vacate, or modify the prior decision of the adjudicatory body.
- (f) In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
- (g) The failure of the Association or any Owner to enforce any right, provision, covenant or condition that may be granted by this Declaration or the other above mentioned documents shall not constitute a waiver of the right of the Association or of the Owner to enforce such right, provision, covenant or condition in the future.
- (h) All rights, remedies and privileges granted to the Association or the Owners, pursuant to any terms, provisions, covenants or conditions of the Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 2. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 3. Planned Community Act. The provisions of the North Carolina Planned Community Act (Chapter 47F of the NC General Statutes) shall apply to the planned community.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty (20) years from the date of recordation, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated as hereinafter provided. This Declaration may be amended by the affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated.

**CANE CREEK RIDGE
HOMEOWNERS ASSOCIATION, INC.**

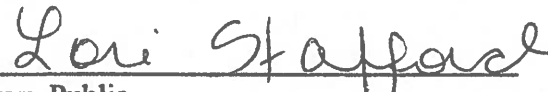
BY: 
George F. Durden, President

NORTH CAROLINA

JACKSON COUNTY

I, a Notary Public of the County and State aforesaid, certify that George F. Durden personally came before me this day and acknowledged that he is President of Cane Creek Ridge Homeowners Association, Inc., and that he, President, being authorized to do so, executed the foregoing on behalf of Cane Creek Ridge Homeowners Association, Inc.

WITNESS my hand and official stamp or seal, this 26th day of March, 2018.


Notary Public

Lori Stafford
Printed Name

My commission expires:

10-22-2019

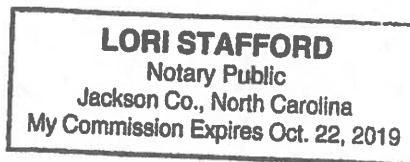


EXHIBIT A

BEING ALL AS SHOWN of the land described in Deed Book 838, Page 166, and further described in the Plat Books and Pages of the Jackson County Register of Deeds, including the following:

- (a) Plat Book 6, Page 743;
- (b) Plat Book 6, Page 812;
- (c) Plat Book 6, Page 899;
- (d) Plat Book 6, Page 911;
- (e) Plat Book 6, Page 911;
- (f) Plat Book 6, Pages 927 and 928;
- (g) Plat Book 6, Page 936;
- (h) Plat Book 6, Page 959;
- (i) Plat Book 7, Page 7;
- (j) Plat Book 7, Page 34;
- (k) Plat Book 7, Pages 97 and 98;
- (l) Plat Book 7, Page 129;
- (m) Plat Book 7, Page 248;
- (n) Plat Book 7, Page 268;
- (o) Plat Book 7, Page 275;
- (p) Plat Book 7, Page 289;
- (q) Plat Book 7, Page 293;
- (r) Plat Book 7, Pages 321 and 322;
- (s) Plat Book 7, Pages 331 and 332;
- (t) Plat Book 8, Page 12;
- (u) Plat Book 8, Page 824;
- (v) Plat Book 8, Page 52;
- (w) Plat Book 11, Page 24; and
- (x) Plat Book 14, Page 436.