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Brenda D. Bell, Register of Deeds

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IREDELL COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SECTION 10 OF WOODLAND HILLS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 14th day of April, 2003 by **RYON-WEST DEVELOPERS, LLC**, a North Carolina limited liability company (the "Declarant").

STATEMENT OF PURPOSE:

Declarant is the owner of certain property in Iredell County, North Carolina, which is known as Section 10 of Woodland Hills and which is more particularly described on a map recorded in Plat Book 42, at Page 9, in the Iredell County Public Registry.

Declarant desires to create thereon an exclusive residential community of single-family residences.

Declarant desires to insure the attractiveness of said subdivision and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities

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of all properties within said subdivision. To this end the Declarant desires to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens herein set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Declarant by this Declaration of Covenants, Conditions and Restrictions, does hereby declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

SECTION 1: The "Act" is the North Carolina Planned Community Act, as set forth in Chapter 47F of the North Carolina General Statutes, as the same may be amended from time to time.

SECTION 2: The "Association" shall mean the Woodland Hills Section 10 Owners' Association, Inc., a North Carolina non-profit corporation organized pursuant to the requirements of the Act.

SECTION 3: "Common Areas" shall mean all entrance signage, roadways, curbs and sidewalks, and other areas denominated as common areas upon the Map.

SECTION 4: "Declarant" shall mean and refer to Ryon-West Developers, LLC, a North Carolina limited liability company, which is a declarant as defined under N.C. Gen. Stat. §47F-1-103(9).

SECTION 5: "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Woodland Hills Section 10, as the same may be amended and supplemented from time to time.

SECTION 6: "Development" shall mean and refer to Section 10 of Woodland Hills, a single-family residential planned community (as defined in the Act) proposed to be developed by the Declarant on the Properties owned by the Declarant.

SECTION 7: "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Map with the exception of the public roads, streets and Common Areas.

SECTION 8: "Map" shall mean and refer to the map or plat of the Development as recorded in the Iredell County Public Registry in at Map Book 42, page 9.

SECTION 9: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if it owns any Lots, and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10: "Property" or "Properties" shall mean and refer to the Property described in Article II, Section I hereof.

SECTION 11: "accessory building" means every detached garage, storage or utility building, and any other accessory structure customarily incidental to carrying on gardening, property maintenance, boating and swimming activities, and similarly used structures or other similar building constructed on a Lot or incidental thereto which is not a dwelling.

SECTION 12: "building" means accessory buildings and dwellings.

SECTION 13: "dwelling" means a building constructed for single-family residential use but excluding detached guest or servants' quarters.

SECTION 14: "improvements" or "structures" mean all buildings, walls, fences, decks, patios, planters, terraces, swimming pools, tennis courts or anything else constructed or placed on a Lot.

SECTION 15: All initially-capitalized terms used in this Declaration, but not defined or modified herein, shall have the meanings ascribed thereto in the Act. Except as same may be lawfully and expressly modified herein, the rights and obligations of the Association, the Declarant and the Owners, and the governance and operation of the Development shall be as set forth in the Act.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF THE DECLARANT

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Declarant is all that certain parcel described and shown on map recorded in Plat Book 42, page 9, in the Iredell County Public Registry.

**ARTICLE III
BUILDING GUIDELINES**

The placement and construction of improvements on the Lots shall be subject to the following general requirements:

(a) Every dwelling constructed on a Lot shall be for single-family residential purposes only, shall contain not more than one single family dwelling house, not to exceed Two (2) stories above ground, and shall contain the minimum number of square feet of fully enclosed and heated floor space as follows:

1,800 square feet for one story dwellings (except for Lots 23, 24, and 25 which may have not less than 1,300 square feet);

1,800 square feet for dwellings exceeding one story, or split level dwellings, with a minimum on the first floor of such dwellings of not less than 1200 square feet.

* For purposes hereof, the "fully enclosed and heated floor space" of a dwelling shall exclude decks, patios, terraces, walkout basements, attached garages and carports, accessory buildings, unheated storage areas, and screened porches. If a dwelling incorporates a basement, such basement shall not be considered the "first level" or "first story" of such dwelling for purposes of this subsection.

(b) All buildings shall be constructed within the following minimum building set back lines as outlined below:

--35 feet from the margin of the front road right-of-way;

--35 feet from the rear of any Lot;

--25 feet from any side road right-of-way;

--15 feet from any side or other interior Lot line.

(c) In the event that the Lots are not capable of being attached to a municipal sewage and/or water system, each Lot shall be required to have its own sewage disposal system, which said system shall be installed and operated subject to the approval of the appropriate local governmental authorities, and each Lot shall be required to tap onto and be a customer of the community water system serving the Development. No Owner shall be permitted to locate a septic system for any Lot in a manner or location that would adversely affect the ability of any adjoining Lot to have placed upon said adjoining Lot its own septic system. No Lot shall have its own private well, and shall be required to tap onto the community water system for the Development. Prior to the

construction of any improvements upon any Lot, the owner(s) of said Lot shall pay a one-time water tap fee to Declarant, its successors and assigns, in such amount as Declarant may from time to time determine is required or desirable to cover the cost of extending community water service to said Lot, but which shall in no event be less than \$1,500.00. All Lots shall receive electric power service from Duke Power Company or such other energy provider as may succeed to such company's interests as the provider of electric power service in the area. No Lot shall receive or generate electric power from any "on-site" source such as, but not limited to, generators, solar panels, or wind or water driven apparatuses, except as may be necessary during emergency temporary outages of commercially provided electric power due to natural disasters, such temporary power sources not to be visible on any Lot or in the Development except when being utilized on such an emergency temporary basis.

(d) All structures constructed or placed on any Lot shall be built of substantially new materials of high quality, and no used structures shall be relocated or placed on any such Lot. The exterior surfaces of all buildings shall be comprised of brick, wood, cedar shakes, hardy board, stucco or stone. Provided, however, buildings constructed upon Lots 23, 24 and 25 may have exterior surfaces of high quality vinyl siding, and nothing herein shall be deemed to prohibit the use of high quality vinyl materials for soffits, exterior trim work and window cladding. Furthermore, no structures upon any Lot shall have an exterior surface composed of asbestos siding, perma-stone, exposed concrete block, cinder block, aluminum siding, imitation brick, stoneroll siding, or other similar material.

(e) All structures on the Lots must be completed within twelve (12) months after commencement of construction thereon. Provided, however, Declarant may waive this requirement if construction delays have been caused by strikes, war, fire, Acts of God or other such events which render the completion of construction within such time impossible.

(f) All structures upon any Lot in the Subdivision shall be "stick-built" on site. No log homes, shell homes, "kit" homes, mobile, modular, pre-fabricated or manufactured homes of any kind, or any homes having the same general appearance, shall be permitted on any Lot. No home, dwelling or structure which has or had a certificate of title or certificate of origin from the North Carolina Division of Motor Vehicles or the division or department of motor vehicles of any other state, country or province shall be permitted upon any Lot.

(g) Driveways upon each Lot must be constructed entirely of concrete or pavement. If any driveway is to cross a drainage ditch, the Owner will be required to install, at his own expense, all necessary culverts and coverings prior to the commencement of any other construction on the Lot.

(h) All roofs (except for dormers on such roofs) on all structures erected on all Lots shall be not less than a six (6) inch pitch, as that term is commonly understood in the home construction industry, and shall have an overhang from the side of such structures of not less than twelve (12) inches.

(i) One private detached garage and one accessory building incident to the residential use of the Lot may be constructed upon a Lot, upon the prior written approval of the Declarant or the Association, as applicable, shall be constructed in a good and workmanlike manner that is aesthetically consistent with the dwelling constructed upon said Lot, shall be constructed of the same, or substantially the same, materials as said dwelling, and shall comply fully with the requirements of the building and zoning codes in effect in Iredell County at the time of construction. No detached garage or accessory building shall be constructed upon any Lot prior to the completion of the dwelling situated thereon.

(j) All electrical, telephone and cable television lines shall be placed underground, except for Lots 23, 24, and 25, which may be run above-ground if necessary.

**ARTICLE IV
OWNERS' ASSOCIATION**

SECTION 1: MEMBERSHIP IN ASSOCIATION MANDATORY. By accepting delivery of and recording a deed to a Lot in the Development, all Owners, and their successors in interest, or assigns, are obligated to join and pay membership dues and assessments for that association or non-profit corporation to be known as the WOODLAND HILLS SECTION 10 OWNERS' ASSOCIATION, INC. (the "Association"), which shall be created in accordance with the Act, prior to the Declarant's conveyance of any Lot in the Development.

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SECTION 2: DECLARANT'S CONTROL PERIOD. During the Declarant Control Period, Declarant, or persons appointed by the Declarant, shall have the exclusive right to appoint and remove the officers and members of the Board of Directors of the Association. During the Declarant Control Period, there need only be one member of the Association's Board of Directors, which said director may be, but need not be, an employee or representative of the Declarant. The "Declarant Control Period" shall commence as of the date of recordation of the Declaration and shall continue thereafter until the earlier of: (a) such date as fee simple title to Nineteen (19) of the Lots in the Development has been conveyed to a person or entity other than Declarant, or any entity controlled by Declarant; or (b) such date as Declarant voluntarily relinquishes to the Association all of Declarant's rights, duties and responsibilities.

SECTION 3: TERMINATION OF DECLARANT'S CONTROL PERIOD. Upon the termination of the Declarant's Control Period, the Owners shall elect a Board of Directors consisting of at least three (3) members, at least a majority of whom shall be Owners. The Board of Directors shall then elect the Officers. The members of the Board of Directors and the officers shall take office upon election, and shall thereupon assume all of the responsibility of operating the Association in accordance with the Declaration and the Act.

SECTION 4: MEMBERSHIP RUNS WITH LOT OWNERSHIP. Membership in the Association is appurtenant to, a requirement of, and not severable from, ownership of a Lot in the

Development. Every Owner of a Lot shall be a member of the Association. No Lot may be conveyed independent of the obligation to be a member of the Association.

SECTION 5: ONE CLASS OF MEMBERS. The Association shall have one class of members who shall be all Owners. Each member shall be entitled to one vote for each Lot owned. Provided, however, that when more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or fraction of a vote be cast with respect to any Lot.

SECTION 6: GOOD STANDING. As long as each member is an Owner, each will perform all acts necessary to remain in good and current standing as a member of the Association.

SECTION 7: RULES. Each Lot shall be owned subject to the rules and regulations of the Association.

SECTION 8: POWERS OF ASSOCIATION/ASSESSMENTS. In addition to, and not in limitation of, all powers and duties of the Association as may be provided for elsewhere in this Declaration, or for associations generally under the Act, the Association shall be empowered to enforce the terms and provisions of the Declaration and such rules and regulations as the Association may promulgate; repair and maintain the roads, easements, signage and Common Areas of the Development; and, as provided for in this Declaration, levy and collect monetary assessments from Owners, at such intervals and in such amounts as the Association shall from time to time determine, in order to maintain and repair the Common Areas of the Development and for other uses necessary or incidental to the enforcement of the provisions of this Declaration and maintaining the attractiveness and safety of the Development. * —

SECTION 9: LIEN OF ASSESSMENTS/USE OF ASSESSMENTS. (a) The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association annual assessments or charges and special assessments for capital improvements, established and collected as hereinafter provided. All assessments or charges, whether general or special, levied by the Association, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot or Lots against which each such assessment a charge is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them, but shall remain a lien upon the Lot until paid. ←

- (b) The annual assessments levied by the Association shall be used as follows:
- (1) to maintain, repair and improve the roads and Common Areas in order that such roads and Common Areas shall be and at all times remain in compliance with all applicable Federal, State and local laws, rules and regulations governing the use and maintenance of same;
 - (2) to keep the roads and Common Areas in a safe, attractive, healthful state of maintenance and repair and to keep same from becoming a nuisance, and from falling into a state of waste, ruin and disrepair;
 - (3) to keep the roads and Common Areas clean and free from debris and discharges of waste and hazardous materials and to maintain any amenities located thereon in a clean and orderly condition, and to maintain the landscaping thereon in accordance with the highest standards for private parks including any necessary removal and replacement of landscaping;
 - (4) to pay all *ad valorem* taxes, if any, levied against the roads and Common Areas and any properties owned by the Association;
 - (5) to pay the premiums on all hazard insurance carried by the Association on the roads and Common Areas and all public liability insurance carried by the Association pursuant to the Act and the Bylaws;
 - (6) to provide such security services as may be deemed reasonably necessary for the protection of the roads and Common Areas from theft, vandalism, fire and damage from animals;
 - (7) to pay all legal, accounting, and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;
 - (8) to erect and maintain such signage as may be approved by the Association; and
 - (9) to maintain a contingency reserve equal to 10% of the sum of the amounts described in subsections (b)(1) through (b)(8) of this ARTICLE IV, Section 9, and as permitted under the Act, in order to fund unanticipated expenses of the Association.

(c) All assessments for each Lot shall be in such amounts, and be payable in such intervals, as the Board of Directors of the Association shall determine from time to time. Both annual and special assessments must be fixed at a uniform rate for all Lots. The initial monthly

assessment is set and declared to be \$5.00 per month per Lot, and shall be payable as directed by the Association.

(d) In addition to the annual assessments authorized above, the Association, upon approval by the Board of Directors, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the roads and common areas, including fixtures and personal property related thereto.

(e) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the approval and determination of the amount thereof by the Association. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The due dates for said annual assessments shall be established by the Board of Directors of the Association.

(f) Any assessment not paid within thirty days (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. In addition to such interest charge, the delinquent Owner shall also pay such late charges as may be established by the Board of Directors of the Association. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot, or both; and interest, late payment charges, costs and reasonable attorney's fees of 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 not using a Common Area or abandoning his Lot.

(g) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors of the Association may in its sole discretion, determine such unpaid assessments to be an annual or a special assessment, as applicable, collectable pro rata from all Owners including the foreclosure sale purchaser. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided. Mortgagees are not required to collect assessments. Failure of the Owner to pay assessments does not constitute a default under a HUD/VA insured mortgage.

SECTION 10: COMPLIANCE. In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article or the rules and regulations subsequently promulgated, the Association shall have the right, but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expenses and costs incurred by the Association in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Association immediately upon demand. Furthermore, said

default shall constitute a personal obligation of the Owner of the Lot, and also a continuing lien upon the Lot.

SECTION 11: RULES OF ASSOCIATION. The Association shall be permitted and empowered to adopt such rules and regulations for itself as the Board of Directors of the Association shall determine will assist it in carrying forth the obligations and duties of the Association as set forth herein, in the Act and/or in the Articles of Incorporation and Bylaws of the Association (and in any amendments hereto).

SECTION 12: TITLE TO COMMON AREAS. Not later than the termination of the Declarant Control Period, the Declarant shall convey title to the Common Areas of the Development to the Association.

SECTION 13: APPLICATION OF THE ACT. In addition to any and all rights, powers, authority, responsibilities and obligations as may be set forth specifically in the Declaration, the Association shall have all rights, powers, authority, responsibility and obligations provided for owners' associations under the Act. In the event that this Declaration differs from the terms of the Act with respect to a matter for which the Act allows for such variance from its terms, then the terms and conditions of this Declaration shall, in such an event, control. Provided, however, to the extent that any term of this Declaration is in contravention of the Act with regard to a matter or matters for which the Act does not authorize such contravention, then the Act shall control, and this Declaration shall be deemed automatically amended to comply with, and shall be construed as fully as possible to be in conformity with, the requirements of the Act.

**ARTICLE V
ARCHITECTURAL REVIEW**

No dwelling, building, structure, fence, sidewalk, walk, driveway, or any other improvements of any kind shall be erected, placed or altered upon any Lot until the proposed building plans, specifications, exterior color or finish, plat plans (showing the proposed location of all such dwellings, buildings, structures, fences, sidewalks, walks, driveways, or improvements), and construction schedule shall have been approved by the Declarant (while Declarant still owns any interest in any Lot in the Development), or, after Declarant no longer own any interest in any Lot in the Development, by the Board of Directors of the Association, or such committee as the Association shall appoint for such purpose. Approval or disapproval of any of the foregoing items and things shall be in the sole and absolute discretion of the Declarant (or the Association or a committee thereof as the case may be), and may be for any reason, including purely aesthetic grounds. No alterations may be made to any of the foregoing items following approval by Declarant (or the Association or a committee thereof as the case may be) without the express prior written consent of Declarant or the Association. No alterations to the exterior appearance of any building or structure shall be made without the express, prior written approval of Declarant (or the Association or a committee thereof as the case may be). In order that structures will be located with

due regard to the topography of each Lot, Declarant further reserves for itself and the Association the right to control absolutely, and solely to decide, the precise site and location of all structures upon the Lots in the Development. Provided, however, the Declarant (or the Association or a committee thereof as the case may be) shall give the Owner reasonable opportunity to recommend a specific site. Any changes in the approved plans and/or any improvements added later shall be subject to the same conditions. The Declarant (or the Association or a committee thereof as the case may be) shall consider such plans and specifications with regard to the type, quality and use of exterior material, exterior design, location of any improvements upon the building plat, and proposed finished grades.

One true and complete copy of all such proposed building plans, specifications, exterior color or finish, plat plans, and construction schedule shall be furnished to Declarant (or the Association or a committee thereof as the case may be) for Declarant's, the Association's or any such committee's review prior to the commencement of construction or installation of any dwelling, building, structure, fence, sidewalk, walk, driveway, septic system, or other improvements of any kind upon any Lot in the Development. Declarant (or the Association or a committee thereof as the case may be) shall be entitled to retain any such copy for its records. Declarant (or the Association or a committee thereof as the case may be) shall have Thirty (30) days following their presentation to either approve or disapprove such proposed building plans, specifications, exterior color or finish, plat plans, and construction schedule. If Declarant (or the Association or a committee thereof as the case may be) has not communicated to the Owner, either verbally or in writing, its approval or disapproval within said Thirty-day period, such proposed building plans, specifications, exterior color or finish, plat plans, and construction schedule shall be deemed approved.

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ARTICLE VI
USE RESTRICTIONS

SECTION 1: LAND USE. All Lots shall be used for single-family residential purposes only and for no other purpose. Only one family may occupy a Lot as a principal residence at any one time. No structure, except as provided in this Declaration, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling, with attached garage, one accessory building, one detached private garage, and a private swimming pool. No accessory building, pool or detached garage shall be constructed prior to the completion of the dwelling upon any Lot, and said accessory building and detached garage shall be constructed, roofed, and sided in a manner and of materials which are the same as or substantially resemble the dwelling constructed upon said Lot. A guest suite or a like facility without a kitchen may be included as part of the main dwelling, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

SECTION 2: NUISANCE. No illegal, noxious or offensive activity shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 3: ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other common household pets may be kept or maintained provided they are not kept or maintained for commercial purposes. All household pets must be restrained within the boundaries of the Owner's Lot or on a leash and in control of the Owner.

SECTION 4: TEMPORARY STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any Lot.

SECTION 5: SIGNS. No signs or other advertising devices shall be displayed upon any Lot, without the prior written permission of the Declarant. The Declarant, however, may post temporary "For Sale" signs on the Properties until such time as all Lots owned by Declarant have been sold. Any Owner may place one (1) temporary "For Sale" sign on his Lot for sale of same.

SECTION 6: FUEL TANKS AND GARBAGE CONTAINERS. All fuel storage tanks shall be buried below the surface of the Lot or screened by fencing or shrubbery. All outdoor receptacles for ashes, trash, rubbish or garbage shall be maintained in a reasonably clean and sanitary manner and shall either be installed in the ground or screened or placed so as not to be visible from any street, Common Area, or any other Lot. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, scrap, or other refuse of any kind whatsoever. No garbage or trash incinerators shall be permitted upon any Lot.

SECTION 7: MAINTENANCE. All Owners shall keep their Lots, whether occupied or unoccupied, in a neat and attractive condition free of all dead, diseased, decaying or fallen trees, as well as, all tall grass, weeds, trash, rubbish, and debris. All improvements erected on Lots shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair.

SECTION 8: VEHICLES AND PARKING. Prior to occupancy of any Lot, the driveway shall have been completed and paved and shall have sufficient surface area to accommodate at least two vehicles. Overnight on-street parking is prohibited. No wrecked or junked motor vehicles, or motor vehicles without a valid, current registration and tag shall be placed upon or stored upon any Lot; and no commercial vehicles (other than pickup trucks and passenger vans) shall be parked overnight in the Development.

SECTION 9: ANTENNAS AND SATELLITE DISHES. External radio or television aerial or antenna, satellite dishes or any other external electronic equipment or devices for the private residential use of the Owner may be installed or maintained on any exterior of any structure, provided that such items are screened from view from the street, the Common Areas, and any adjoining Lot. No satellite dish shall exceed twenty-four (24) inches in diameter. No freestanding

radio, cellular or digital communications, or television towers or antennae for private, public or commercial use shall be permitted upon any Lot, and no citizens band or "ham" radio towers or antennae shall be permitted upon any Lot.

SECTION 10: FENCES AND HEDGES. All fencing shall be located in the rear yard, shall be composed of materials other than chain links, and shall not exceed six (6) feet in height.

SECTION 11: CLOTHESLINES. No clothes line or drying yard shall be located upon any Lot so as to be visible from the street or from any adjoining Lot.

SECTION 12: RECONSTRUCTION. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction.

SECTION 13: SUBDIVISION. No Lot shall be subdivided by sale or otherwise, or its boundary lines changed so as to make the area of any Lot in the Development less than 30,000 square feet. However, Declarant hereby expressly reserves to Declarant the right to replat any two (2) or more of the Lots shown on any Map of the Development. Nothing contained in these Restrictions shall prohibit the combination of any two or more contiguous Lots into one building Lot, and in any such event, the easements and setback requirements set forth elsewhere herein shall be deemed to apply to the exterior boundary of such combined Lot.

SECTION 14: HAZARDOUS ACTIVITIES. Nothing shall be done or kept on any Lot that will increase the rate of insurance on any other Lot. No Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any part of the Development or which would be in violation of any law.

SECTION 15: MAIL AND NEWSPAPER RECEPTACLES. Declarant or the Association shall determine the location, color, size, design, lettering and all other particulars of all mail or paper delivery boxes and the standards and brackets and name designs for such boxes in order that the Development be strictly uniform with respect thereto.

SECTION 16: COMPLIANCE. In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article or the rules and regulations subsequently promulgated, the Declarant and the Association shall have the right, but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expenses and costs incurred by the Declarant or the Association in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Declarant or the Association

immediately upon demand. Furthermore, said default shall constitute a personal obligation of the Owner of the Lot, and also a continuing lien upon the Lot.

ARTICLE VII
EASEMENTS RESERVED BY DECLARANT

Declarant, for itself and its assigns, reserves easements, ten (10) feet in width, along all front, side, and rear Lot lines, and across and along all Common Areas, for the installation and maintenance of telephone and electric power lines, natural gas lines, cable television lines, water and sewer lines, drainage ditches and for other utility installations over the Lots and Common Areas. Each Owner, by acceptance of a deed to a Lot, acknowledges such reservations and rights of Declarant to transfer or license such easements to such utility companies or other individuals or entities as Declarant may choose. The easements reserved herein include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any similar action reasonably necessary to provide utility installation and to maintain the overall appearance of the Development.

Within any such easements, no structure, planting or other material shall be placed or permitted to remain which would prevent the installation and operation of utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. Neither Declarant nor any utility company, municipal authority or other authorized transferee or licensee using such easements established herein or on the plat of the Property in the performance of necessary modification, repair or maintenance shall be liable for any damage done by them or their assigns, agents, employees, contractors or servants to shrubbery, trees, flowers, fences and other structures, or to the property of the Owner that were placed within the parameters of any such easement after the installation or placement therein of utilities.

Declarant shall have the right to unilaterally, without the consent of the Owners or the Association, amend or remove, in whole or in part, the easements described herein and/or those which may appear on any Map of the Development.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 1: ENFORCEMENT. The Declarant, 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. Failure by said Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of a dispute or violation of the restrictions resulting in litigation, the party successful in said

litigation shall also be entitled to an award including costs and reasonable attorney's fees from the opposing party to the fullest extent permitted by the Act.

SECTION 2: SEVERABILITY. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3: AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for TWENTY-FIVE (25) years, after which time they shall be automatically extended for successive periods of TEN (10) years each, and, except as set forth hereinbelow in this Article VIII, Section 3 of the Declaration, shall only be modified, amended, changed or eliminated in accordance with N.C. Gen. Stat. §47F-2-117. So long as Declarant owns any Lot in the Development, the joinder of the Declarant also shall be required to effect any modification, amendment, change or elimination of any portion of the Declaration. Declarant further hereby reserves the unilateral authority and right at any time, without joinder or consent of the Association, any Owner, or any other persons or corporations who may have previously purchased a Lot or Lots in the Development, to change, alter, amend or eliminate the requirements within the Declaration and/or any Map regarding the building setback requirements, easements, and dwelling square footage for the Lots in the Development.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal, the day and year first above written.

DECLARANT:

RYON-WEST DEVELOPERS, LLC, a North Carolina limited liability company (SEAL)

By: Michael L. Ryon (SEAL)
Michael L. Ryon, Manager

By: John F. West (SEAL)
John F. West, Manager

NORTH CAROLINA
Iredell COUNTY

I, Rhonda P. Campbell, a Notary Public of Iredell County, North Carolina, do hereby certify that Michael L. Ryon, manager of Ryon-West Developers, LLC and John F. West, manager of Ryon-West Developers, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the 14th day of April, 2003.

Rhonda P. Campbell
Notary Public



My Commission Expires: 4/15/2004

NORTH CAROLINA
IREDELL COUNTY

The foregoing certificate(s) of Rhonda P. Campbell, a Notary Public of - County, N.C., is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Iredell County, North Carolina, in Book 1433, page 1937

This 21st day of April, A.D., 2003 at 3:53 o'clock

8 M.
Lucinda M. Bell By: Larry B. Lewis
REGISTER OF DEEDS Deputy/Assistant Register of Deeds