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GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$30.00

LINVILLE RIDGE

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

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THIS DECLARATION, made as of the date hereinafter set forth by LINVILLE OAKRIDGE, L.L.C., hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Oak Ridge Township, County of Guilford, State of North Carolina, which is more particularly described as:

ALL that certain parcel of Land, as shown on plat entitled "Linville Ridge," which plat appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 186, Pages 84.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 the real property as be binding upon 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.

ARTICLE I
DEFINITIONS

The following are terms whose definitions shall mean and refer to the following:

a) "Association" shall mean and refer to the Linville Ridge Homeowners Association, Inc., its successors and assigns.

b) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

c) "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d) "Common Elements" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, including the ponds shown on a plat or plats, which will be conveyed by Declarant to the Association after recordation of the Declaration. The Common Elements are to be owned by the Association and shall be designated on a plat or plats of Linville Ridge, recorded or to be recorded in the Office of the Register of Deeds of Guilford County, North Carolina. Common Elements shall also include easements and trails located on the property owned or to be conveyed to third parties as shown on the plat or plats of Linville Ridge; which easements and trails are dedicated for the use and benefit of Owners.

e) "Lot" shall mean and refer to any numbered and plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Elements, Well Site, Off Site Septic Lots, and dedicated streets and other dedicated areas.

f) "Off Site Septic Lots" shall mean and refer to a plot of land shown on the recorded subdivision plat of the properties which is to be used for an off-site septic system.

g) "Member" shall mean and refer to every person or entity that holds membership with voting rights in the Association.

h) "Declarant" shall mean and refer to Linville Oakridge, L.L.C., its successors and assigns.

g) "Well Site" shall mean each area designated on the recorded original and all subsequent subdivision maps or plats as "Well Site."

ARTICLE II PROPERTY RIGHTS

Section I. 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 fees for the use of any facility situated or to be situated upon the Common Elements; provided, however, that no Owner shall have the right to enter onto the individual Lots adjoining the pond so designated on the recorded subdivision plats or to erect any structure on the Common Elements, including the ponds shown on the recorded plat or plats.

b) The right of the Association to suspend the voting rights and right of any Owner to use any Common Element or facilities owned by the Association for any period during which any assessment against his Lot remains unpaid, plus an additional sixty (60) days after the delinquent assessment is paid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument is signed by at least two-thirds (2/3) of each class of Members and two-thirds (2/3) of the holders of first mortgages or deeds of trust secured by Lots within the Properties, agreeing to such dedication or transfer, has been recorded.

d) The right of the Association to impose regulations for the use and enjoyment of the Common Elements and improvements thereon which regulations may further restrict the use of the Common Elements.

e) The right of the Association to enter upon any Lot in case of emergency originating in or threatening any such Lot, regardless of whether the Owner is present at the time of such emergency, for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

f) The right of the Association to grant permits, licenses and easements over the Common Elements for utilities, streets, roads and other purposes reasonably necessary for the proper maintenance or operation of the Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment of the Common Elements to members of his family, his tenants (with written approval from the Association), guests, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to a lien for assessments and Declarant shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

The Association shall have two (2) classes of voting membership as follows:

Class A Membership. Members of this Class shall be (i) the Declarant, its successors and assigns, as to Lots retained by it upon the termination of Class B membership; and (ii) all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Members themselves determine; provided, however, that no more than one (1) vote be allowed cast with respect to such Lot. Class A members other than the Declarant shall be entitled to vote only after a Certificate of Occupancy has been issued for the residence constructed on the Lot or Lots owned.

Class B Membership. The Class B Member shall be the Declarant, who shall be entitled to five (5) votes for each Lot owned. Class B Membership will cease and be converted to Class A Membership on the happening of either of the following events (whichever occurs earlier);

- a) When the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B Membership; or
- b) Upon the expiration of five (5) years next following the conveyance of the first Lot of the Properties above-described.

Notwithstanding the above, Class B Membership shall continue as to other Phases which may be annexed in accordance with the provisions of Article XI, Section 5, of this Declaration.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties and rented or leased to occupants, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association:

- a) Annual assessments or charges;
- b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- c) To the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Elements, and a pro rata share of assessments for public improvements to or for the benefit of the Common Elements, if the Association shall default in the payment thereof for a period of six (6) months, all as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge upon the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the

Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to his successors 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 acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose or for the use and enjoyment of the Common Elements, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Elements, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until December 31 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$420.00 per Lot.

- a) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter shall be established by the board of Directors and may be increased by the Board of Directors for any calendar year without approval by the membership by an amount not to exceed ten (10%) of the maximum annual assessment for the previous year.
- b) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Payable Annual Assessment. The Board of Directors shall fix the payable annual assessment at an amount not in excess of the maximum annual assessment subject to the provisions of Sections 7 and 8 of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or less frequent basis.

Section 6. Notice and Quorum for an Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 5, shall be sent to all Members not less than ten (10) days nor more than sixty

(60) days in advance of the meeting, At the first such meeting called, the presence of Member or of proxies entitled to cast at least sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Annual Assessments.

a) With the exception set forth in subsection (b) of this Section 7, annual assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly or less frequent basis.

b) The annual and special assessments for any Lot(s) owned by Declarant without an occupied residence thereon or owned by an approved Builder when actively marketed for sale and without an occupied residence thereon shall be an amount not more than Four Hundred Twenty Dollars (\$420.00) for each Lot. Approved Builder(s) shall mean only those licensed general contractors approved by the Declarant that have entered into and are not in default under the Linville Ridge Builder Contract, and which Builder Contract remains in full force and effect during the period of such assessments.

Section 8. Due Dates and Commencement of Annual Assessments. The annual assessments provided for herein may be collected as frequently as monthly and shall commence, for all owners of lots other than the Declarant, on the first day of the month following conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment against each Lot, other than Lots owned by the Declarant and shall send written notice of each assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. Effect and Remedies by Association of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, 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 assessment provided for herein by non-use of the Common Elements or abandonment of his Lot.

Section 10. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Elements or assessments for public improvements to, or for the benefit of, the Common Elements, which default shall continue for a period of six (6) months, each Owner of a Lot in the

development except Declarant shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total numbers of Lots owned by Owners other than Declarant in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

Section 11. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. In the event of the acquisition of any Lot by foreclosure, deed in lieu of foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners, except Declarant, including such purchaser as a common expense, provided nothing contained herein shall release the party personally liable for a delinquent assessment for the payment thereof or the enforcement of collection of such assessment by means other than foreclosure. No such sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 12. Capital Improvement Fund. The Board of Directors of the Association, in establishing the annual budget for operation, management and maintenance of the Properties, may designate therein a portion of the annual assessment and/or initial capital contributions to be collected and maintained as a reserve fund for replacement of and capital improvements to the Common Elements if any, which capital improvement and replacement fund (Capital Improvement Fund) shall be for the purpose of enabling the Association to maintain, repair or replace improvements to the real property and personal property which may constitute a portion of the Common Elements held for the joint use and benefit of the Owners. The amount to be allocated to the Capital Improvement Fund may be established by the Board of Directors so as to collect and maintain a sum reasonably necessary to anticipate the need for replacement of improvements to the Common Elements. The amount collected for the Capital Improvement Fund shall be maintained in a separate account by the Association and such monies shall be used to make repairs, maintain and make capital improvements to the Common Elements. Any interest earned on monies in the Capital Improvement Fund may, in the discretion of the Board of Directors of the Association, be expended for current operations and maintenance.

Section 13. Accountability. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operation and maintaining the Common Elements, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of incorporation and the Bylaws of the Association, As monies for

any assessment are paid to the Association by any Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds including other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of the Common Elements, shall be held for the benefit of the Members. No Member shall have the right to assign, hypothecate, pledge or in any manner transfer any interest in such funds. When an Owner shall cease to be a member of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Common Elements.

ARTICLE V ARCHITECTURAL CONTROL

No dwelling, garage, outbuilding, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration, or any improvement thereon be made 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 an Architectural Committee (hereinafter "the Committee") composed of two (2) or more representatives **appointed by the Declarant. At such time as construction has been completed on dwellings on all Lots or following notice in writing by Declarant or its successors that Declarant is unwilling or unable to perform such function**, the Committee shall be appointed by the Board of Directors of the Association. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to have been approved. The Committee may assess an architectural fee for review of plans and specifications, in its discretion and on a non-discriminating basis. Notwithstanding the foregoing, however, nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant, so long as said development follows the general plan of development of the Property.

ARTICLE VI INSURANCE COVERAGE TO BE MAINTAINED: USE AND DISTRIBUTION OF INSURANCE PROCEEDS

Section 1. Insurance Required. The following insurance coverage, unless denoted to be optional, shall be maintained in full force and effect by the Association covering the operation and management of the Properties:

- a) Casualty. Casualty insurance covering the improvements, if any, upon the Common Elements which the Association may be required to maintain and all personal property as may be owned by the Association, shall be procured in an amount equal to the insurance replacement value thereof as determined annually by the insurance company affording such coverage.
- b) Public Liability and Property Damage. Public liability and property damage

insurance in such amounts and in such forms as shall be required by the Association.

c) Cross-Liability Endorsement. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association to any Owner or Member.

d) Board and Officers. If available at reasonable cost, liability insurance on each officer and each Member of the Board of Directors of the Association, together with a Fidelity Bond, which shall be optional, on the Treasurer of the Association, all in such amounts and in such forms as shall be required by the Association.

Section 2. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as common expenses to be assessed and collected from all Owners.

Section 3. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association.

ARTICLE VII USE RESTRICTIONS

Section 1. Type of Structure. No Lot shall be used except for single-family residential purposes. No residence shall be used as a rehabilitation home, half-way house or other group home. No structure shall be erected or allowed to remain on any Lot except one detached single family dwelling not exceeding two stories and an attic in height, one storage type outbuilding architecturally consistent with and of equal quality, design and construction as the dwelling house and a garage for not less than two cars. All garages shall be designed and constructed facing a side lot line. The plans for any detached garage must be approved by the Architectural Committee before any construction. No roof shall be permitted without a minimum pitch of 9/12 except with the written consent of the Board or Committee. Architectural 30 year dimensional shingles are the minimum roofing materials; all others must be approved by the Board or Committee prior to installation. Skylights facing the street are not permitted in any manner. Decks are considered a part of the structure and must be approved as well. All areas under decks must be screened or otherwise shielded from public view. Nothing herein shall prevent the Declarant or its designee from using a Lot and improvements thereon as its sales office, model dwelling, and/or information office. All fireplaces shall be built with full chimneys and no cantilevered fireplaces or chimneys will be allowed.

Section 2. Dwelling Size Requirements. No dwelling shall be erected or allowed to remain on any Lot except with the written consent of Declarant, if the total heated floor area of the main structure, exclusive of basement area and one story open porches and garages, is less than 3,200 square feet for a one story dwelling and 3,300 square feet for a one and one-half or two story dwelling. Basement areas are not to be included in the above minimum square footage. The Board or the Committee shall have the authority to approve reduction of the square foot minimum area herein set forth by no more than 10%. All exterior coverings of the dwellings shall be brick, stone, Hardy Board or an equivalent or a combination of these materials.

Vinyl soffits, including aluminum wrapped boxing, are permitted. Decorative vinyl on dormers only is permitted provided it is approved by the Architectural Committee before installation.

Section 3. Nuisance. No noxious or offensive trade or activity shall be permitted upon any Lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the neighborhood. Except during construction, no truck or commercial vehicle in excess of one ton load capacity may be parked on or permitted to remain on any Lot. No wrecked or junked motor vehicle, or vehicle without a current license plate and registration, shall be permitted to remain upon any Lot. All trailers, campers, and recreational vehicles shall be parked or stored upon the owner's lot to the rear of the residence thereon and behind fencing or other buffers to shield the vehicle from visibility from any street or road, All outside toilets must be removed immediately upon completion of construction, No shop, store, factory, or business of any kind shall be erected or permitted to exist on any Lot.

Section 4. Temporary Residence. No trailer, mobile home, basement, tent, shack, barn, boat, camper, recreational vehicle, temporary structure or other such vehicle, building, or structure upon any Lot shall at any time be used as a residence, temporarily or permanently.

Section 5. Swimming Pools and Other Accessories. No above-ground swimming pool(s) shall be constructed or maintained upon any Lot and no clotheslines shall be permitted if visible from any street in the Properties. No fuel oil tank shall be permitted or allowed to remain upon any lot unless the same shall be underground or shielded from view from any street or other Lot by fencing or other structure approved by the Board of Directors or architectural committee.

Section 6. Satellite Dishes/Antennae. No satellite dish or antenna, except an 18 inch dish which is not visible from the street, shall be erected or maintained upon any Lot, except with the written consent of the Board of Directors or Architectural Committee.

Section 7. Fencing. No portion of any fence shall be erected or maintained in the area between the rear building line of the main structure on any Lot and the street which the main structure faces. No fence shall exceed four feet in height or obstruct a neighbor's view. All fences and materials and location must be approved in writing by the Architectural Committee prior to construction. No chain link fencing of any kind shall be permitted.

Section 8. Driveways. Driveways for each dwelling must be constructed of smooth concrete or brick pavers and shall be no less than ten feet in width and four inches in depth, extending from the street curb line to at least the front line of the dwelling. No asphalt driveways or walkways are permitted.

Section 9. Signs. No billboards or signs shall be erected or allowed to remain on any Lot except for one "For Sale" or "For Rent" sign, and such permissible sign shall not exceed three feet in length and two feet in height/width.

Section 10. Irrigation. The lot owners shall rotate the use of their irrigation systems. The Owners with even numbered addresses may use their irrigation systems on Monday,

Wednesday and Friday only, and the Owners with odd numbered addresses may use their irrigation systems on Tuesday, Thursday and Saturday only.

Section 11. 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 household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, but are kept and maintained in accordance with all applicable governmental ordinances. Notwithstanding the foregoing, Pit Bulls, Rottweilers, and any mixed breeds thereof, are expressly prohibited, and the Association shall have the right to prohibit, or require the removal of any dog or other animal which the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard after consideration of factors such as size, breed and disposition of the animal, likely interference by the animal with the peaceful enjoyment of the Properties by Owners, and the security measures taken by the Owner with respect to such animal. All dogs shall be leashed when off the Owner's lot, and the Owner will be responsible for removing animal waste from other Owners' property and from the roadway, Common Elements, and trails.

Notwithstanding the preceding paragraph, horses may be kept or stabled in the pasture or stable on any Lot which is at least five (5) acres in size.

Section 12. Mailboxes. All mailboxes must conform to designated design criteria of the Developer and installed by the Builder. If a Builder or Owner chooses to have a light at the driveway entrance, it shall be attached to the mailbox structure and its design and installation must be approved by the Architectural Committee.

Section 13. Maintenance. Each lot shall be subject to the following maintenance requirements:

a) Each Lot shall be maintained and preserved in a clean, orderly, and attractive manner within the spirit of the development;

b) Each owner of a Lot shall be responsible for maintenance of the portion of the street right-of-way between his Lot and the street;

c) The Declarant or its agent shall have the right to enter upon any Lot or area to remove such waste or cut and remove any construction material, grass, weeds, trees, stumps, brush, etc., on any lot or area deemed by public authority or the Declarant or its agent, to be unsightly; and

d) If the Declarant performs the work to comply with this restriction then the cost shall be borne by the Lot owner and the cost shall be a lien upon the Lot until paid.

Section 14. Landscaping. Landscaping installed on each lot shall be subject to the following restrictions:

a) Each Lot shall be initially landscaped prior to the issuance of a Certificate of

Occupancy;

b) Initial landscape plans for each Lot shall be reviewed for approval by the Architectural Committee;

c) All new landscaping installed subsequent to the initial landscaping of the Lot, other than incidental plant, shrub or bush planting or removal, shall be approved by the Architectural Committee for consistency in the standards set forth herein;

d) Landscaping shall be in harmony with other homes within the subdivision and consistent with water-wise or water tolerant landscaping principles;

e) Each Lot owner shall, prior to the issuance of a Certificate of Occupancy, install a minimum of five (5) deciduous trees that achieve a large canopy at full maturity unless this requirement is waived by the Architectural Committee. Each lot shall, at all times, maintain a minimum of five (5) trees on the lot;

f) Bradford Pear and other trees that are similarly prone to wind damage at maturity shall not be selected for placement on a Lot; and

g) Trees that are eight inches in diameter measured three feet from the ground shall not be removed by a Lot owner without prior approval of the Architectural Committee and any tree approved for removal shall be replaced as soon as practical.

Section 15. Screening. Any and all HVAC equipment, woodpiles, garbage cans, or storage piles placed on a Lot (whether temporary or permanent) shall be screened to conceal same from the view of neighboring lots, roads, streets, or Common Elements. The foregoing shall not apply to initial construction of improvements by the Initial Builder and to subsequent construction of improvements on the Lot by the Owner which have been approved by the Declarant or Committee and which construction is being diligently pursued. Plans for all screens, walls and enclosures must be approved by the Declarant or Committee, as applicable, prior to construction.

Section 16. Vehicles. Vehicle use and storage are subject to the following restrictions;

a) Except during construction or for the temporary loading and unloading of household goods, no truck or commercial vehicle in excess of one ton load capacity may be parked on or permitted to remain on any Lot;

b) No wrecked, junked or vehicle without a current license plate and registration shall be permitted to remain upon any Lot;

c) No boat, trailer, recreational vehicle, motor home, camper, bus, motorcycle or

scooter shall be parked on any subdivision street or on any Lot unless any such vehicle is capable of being parked in a standard dimension garage and is parked with the door closed and not visible from the street . All commercial vehicles shall be parked in a garage;

d) All vehicles operating within the Property must have proper mufflers so as to eliminate noise which might be offensive to others; and

e) Mini-bikes, go-carts, ATVs and similar vehicles are prohibited from being used or operated on or with the Property.

Section 17. Waiver of Violations. Any violations of these Use Restrictions may be waived in whole or in part at any time by recorded written document executed by the Board of Directors, or its designee in their absolute discretion.

Section 18. Article V Priority. Nothing contained in these Use Restrictions shall be construed to supersede the requirements contained in Article V, Architectural Control.

ARTICLE VIII
ADDITIONAL RESTRICTIONS AFFECTING COMMON AREAS

It is the intent of the Declarant to maintain and enhance or to convey to the Association certain Properties which Declarant has designated as "Common Elements" (hereinafter referred to as "Common Elements") on the recorded subdivision map of the Properties in the Office of the Register of Deeds of Guilford County, North Carolina. The Association shall be responsible for maintaining the ponds as directed by the governmental office having jurisdiction for water protection. If the Association should be dissolved or cease to exist, then all of the Owners of record at the time of required maintenance shall be jointly and severally liable for any and all costs attendant thereto.

It is the further intent and purpose of these restrictions and covenants to protect, Maintain and enhance the conservation of natural and scenic resources; to promote the conservation of soil, wet lands, wildlife, game and migratory birds; to enhance the value of abutting and neighboring properties adjacent to such forests, open areas and open spaces; and to afford and enhance recreational opportunities. Declarant reserves the right to review and modify its continuing architectural and design program.

ARTICLE IX
UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the

easements. The area of such easements and all improvements therein shall be continuously maintained by the Lot Owner, except to the extent that such maintenance is the responsibility of a public authority or utility company.

ARTICLE X
COMMON ELEMENTS

Section 1. Maintenance. The Association shall be responsible for the repair, maintenance, upkeep and expense of the Common Elements including street lighting and street name signage (if not provided by applicable governmental body).

Section 2. Use of Ponds and Adjoining Common Area. The Owners' use and enjoyment of any ponds located on the Common Area and of that portion of the Common Area located between the waterline of a pond and the closest property line of an adjoining Lot shall be subject to the following provisions:

a) The portion of the Common Area located between the water line of any pond located on the Common Area and the closest property line of an adjoining Lot, shall be reserved for the exclusive use of the adjoining Lot Owner, and such Lot Owner's family, tenants, contract purchasers and guests; provided , however, that the Association and its agents shall have access over such portion of the Common Area in order to maintain such Common Area and to carry out its other obligations under this Declaration.

b) No dock, pier, seawall or other structure shall be erected or allowed to remain in, on, or over any part of the ponds. Gazebos and other aesthetically pleasing structures may be erected by the owners on their lots adjoining the ponds with the prior written approval of the Board of Directors or Architectural Committee. Further, no boat or other craft of a length in excess of 16 feet shall be permitted on the ponds. No such craft shall utilize or be powered by an internal combustion engine. Permission for any use of water craft on the ponds other than in compliance with the specifications shall first be obtained by written approval of the Board of Directors of the Association. The Board of Directors may designate an area for storage of boats and other craft.

c) No dumping or discharge of any substance other than water shall be permitted into any pond located on the Common Area.

d) The Association shall have the right to raise and lower the level of water in any pond on the Common Area as deemed necessary by the Association for the health, safety and welfare of the Owners and Properties, and if necessary to maintain or repairs any portion of the Common Area.

e) Water from any pond located on the Common Area shall not be used for irrigation purposes.

ARTICLE XI
OFF SITE SEPTIC LOTS

The Association shall mow and maintain the surface of the Off Site Septic Lots, however, it shall be the responsibility of the Owner to repair and maintain and replace the septic system and all its elements.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, Failure by the Association or by 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.

Section 2. Notice to Mortgagees, Insurers or Guarantors. The Association, upon written request of any mortgagee or holder of a deed of trust or other security instrument, any insurer or grantor containing the name and address of such mortgagee, holder, insurer or guarantor and the Lot number or identification of the Lot and Owner of such Lot shall be entitled to timely written notice of the following:

- a) The institution of any action in condemnation or other occurrence of any casualty loss that affects either a material portion of the Properties or the Lot securing the indebtedness to such mortgagee;
- b) The delinquency of sixty (60) days or more in payment of assessments or charges by the Owner of any Lot securing the indebtedness of such mortgagee;
- c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- d) Any action of the Association that requires for its approval a specific percentage of Owners or Members as stated in this Declaration, the Bylaws or Articles of Incorporation.

Section 3. Severability. Invalidation of any one of the 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 4. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by vote of all members (without regard to class) voting in person or by proxy at a meeting duly called for this purpose, equaling at least two-thirds (2/3) of all votes cast. Provided however, that no amendment shall alter any obligation to pay ad valorem taxes or

assessments for public improvements, or affect any lien for the payment thereof established herein, nor shall any Amendment change or affect Declarant's exemption from any assessments or charges against Declarant or Lots owned by Declarant, as provided herein. Any amendment must be properly recorded. This Declaration may also be amended, altered, provisions waived or otherwise changed by the Declarant, its successors and assigns as hereinbefore provided,

Notwithstanding the foregoing, no amendment relating to the maintenance and ownership of the ponds shall be permitted without review and approval by the governmental office having jurisdiction for watershed protection.

Section 5. Annexation. Annexation of additional residential property, if necessary, shall occur as follows:

a) Additional residential property and Common Elements may be annexed to the Properties with the consent of two-thirds (2/3) of all Members.

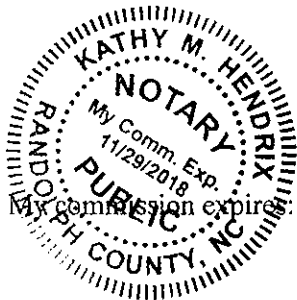
d) Additional land within the area described in Schedule A attached hereto and incorporated herein by reference may be annexed by the Declarant without the consent of Members within ten (10) years from the date of recordation of this instrument, Upon annexation such land, Lots and Common Elements shall become part of the Linville Ridge Homeowners Association, Inc. and be subject to this Declaration, the Articles of Incorporation and Bylaws, Such annexation may be (but shall not be required to be) evidenced by a Memorandum thereof filed in the Office of the Register of Deeds of Guilford County, North Carolina.

The Board of Directors shall consider and determine an appropriate admission fee for all such lands annexed into the Properties.

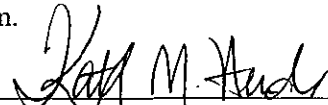
Linville Oak Ridge, LLC.

By: 
Manager

I Kathy M. Hendrix a notary public of Randolph county hereby certify that Shawn C. Cummings manager of Linville Oak Ridge, LLC, developer personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of the LLC. and for the purposes stated therein.



11/29/18


Notary Public
Kathy M. Hendrix
(type name of notary above)