

DECLARATION OF RESERVATION AND PROTECTIVE COVENANTS**Quail Ridge Estates**

Dated August 10, 2004
State of North Carolina
County of Ashe

ARTICLE I.

This declaration made this the 10th day of August, 2004 by Maurice Jordan Builders, Inc a North Carolina Corporation, herein called the Declarant;
WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article II of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors interest of any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article II hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

ARTICLE II.

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Ashe County, North Carolina, and is more particularly described as follows:

ALL of Lots one (1) through Sixty-six (66) of the subdivision named **Quail Ridge Estates** as more fully shown on that certain plat prepared by The Thomas Herman Company dated 9/12, 2004 and recorded in the office of the Register of Deeds of Ashe County North Carolina, in Cabinet 6 at Slides 193.

No property other that described above shall be subject to this Declaration until specifically made subject thereto.

ARTICLE III.

The real property described in Article II hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

ARTICLE IV.

No lot shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot, household pets such as cats or dogs are permissible provided they are not bred or maintained for commercial purposes. All dogs shall be leashed at all times and not allowed to roam. Barns or outbuildings should conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to the main residence. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated building or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less that 1,400 square feet for a one-story structure, or 1,800 square feet for a multi-level structure. Once construction is begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.

No more than one outbuilding may be constructed on any Lot. Said outbuilding shall be used only for the purpose of housing boats, car, RVs, as well as lawn and garden equipment. Said outbuilding must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top and with some sort of door, which would thus close in all four sides of the building.

There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings, no previously constructed homes, systems built homes or buses situated on any Lot as a residence or for storage, either temporarily or permanently. Only stick built or log homes are permitted to be built within Quail Ridge Estates. No vinyl siding allowed and color choices shall be earth tone only.

ARTICLE V.

No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot. It is permissible to operate a home-based internet business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express, or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based internet businesses shall be allowed to store small inventories within the residence or enclosed out building situated on the Lot. No advertisements of any kind will be permitted on any Lot for home-based businesses.

The Declarant reserves the right to erect signs in Quail Ridge Estates. Signs may be erected by individual lot owners, but are limited to name, address, and "For Sale" signs no larger than, three (3) feet by three (3) feet in size. Signs can be placed only on individual lots. Directional signs at the entrance and road intersections are prohibited. Signs must be neat, clean and must be made of metal or wood material. Any exceptions of this covenant must be approved by a majority vote of the officers of the Quail Ridge Property Owners Association.

ARTICLE VI.

No Lot or Lots shall be subdivided in Quail Ridge Estates.

ARTICLE VII.

No structure, other than a fence, may be built within ten (10) feet of any property line. Easements for installation and maintenance of utilities and drainage facilities are reserved ten (10) feet in width over all side Lot line and Lot lines along any road in said Subdivision. In addition, the property described in Article II hereof is subject to easements, set backs and road rights-of-way as shown on that certain plat recorded in the Ashe County Registry in Cabinet ___ Slides _____. Declarant hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

ARTICLE VIII.

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, providing the camping equipment is not left on any Lot for more than fourteen (14) out of any thirty (30) day period and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

ARTICLE IX.

The roadways, rights-of-way and common areas constructed throughout the Subdivision are for the common use of the grantor, Lot owners and their respective heirs, successors or assigns. There shall be no hunting from any roadway or designated easement.

ARTICLE X.

The Declarant shall form a non-profit, no-stock corporation known as Quail Ridge Property Owners Association of Ashe County, Inc. prior to the conveyance of any lot within Quail Ridge Estates. The title owners of lots within Quail Ridge Estates shall become members of the Association at time of settlement.

The Declarant shall administer the Association until the Declarant has conveyed 60% of the lots with in Quail Ridge Estates, at such time Quail Ridge Property Owners Association of Ashe County, Inc will elect it's own administrators of the Association and shall operate freely with the restrictions herein contained. Each lot owner shall be entitled to one vote concerning election of administrators and other association matters such as special assessments, dues, etc. Once 60% of lots are sold, it is the Quail Ridge Property Owners Association of Ashe County, Inc responsibility to assume maintenance for all development roads.

Every Lot described on the Quail Ridge Estates plat map recorded in Cabinet _____, Slide _____ of the Ashe County registry, shall be subject to an assessment for maintenance and expenditures as listed below. The annual assessment for each lot owner within shall be the sum of two hundred and fifty dollars (\$250.00) per lot, per year. Any Lot not built upon during a 5 year period shall be charged an extra one thousand dollars (\$1,000.00) per year until built upon. Declarant shall be exempt from any and all assessments for any Lot owned by Declarant, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of seventy-five percent (75%) of Lot owners, excluding Declarant. The funds shall be known as The Quail Ridge Estates Maintenance Fund.

After election of officers the **Quail Ridge Estates Maintenance Fund** shall be owned jointly by all the Lot owners within Quail Ridge Estates and shall be used only for:

- a. maintenance expenses for entrance landscaping fencing and signage.
- b. maintenance for all common grounds.
- c. electric bills, postage and insurance.
- d. community enhancement (mowing, etc).
- e. all reasonable administration costs for the perpetual continuation of the **Quail Ridge Estates Property Owners Association, Inc.**
- f. the payment of reasonable legal fees to enforce any violation of covenant.
- g. all current or future improvements to common grounds.
- h. all roads and streets

The Quail Ridge Estates POA of Ashe County, Inc shall have the power to file with the Register of Deeds of Ashe County a notice if an assessment has not been made by March 1 of any year and such lien shall continue until the assessment is paid.

ARTICLE XI.

The common area, is for the sole use of the Declarant and all owners of lots within Quail Ridge Estates. These common areas are intended to remain private and not for public use. Tractor trailers and cargo containers are prohibited from parking in common area. Camping is prohibited with the common areas.

ARTICLE XII.

With this Declaration there is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the Declarant. Declarant, in its discretion, may relinquish control of the ACC to the Property Owners Association's governing body.

No improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction thereon until plans for such improvements have been approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely with the interior of a building may be completed without approval. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.

Any lot owner who commences to build without written permission and stamped plan approval from the ACC is subject to a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footing, clearing lot to build) until receipt of approval letter from the ACC. The ACC reserves the right to bring legal action against lot owners who start building without approved plans.

The ACC may prepare and maintain "Building Standards" which summarizes its construction standards to be used as the criterion for the approval of proposed improvements. The ACC, Declarant, or Property Owner Association shall have the power to modify, alter, supplement, or amend Building Standards at any time, but such change shall not be effective as to improvements, which have previously been approved. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or within respect to any other matter before it, shall be conclusive and binding on all interested parties.

All communications and submittals shall be addressed to Quail Ridge Estates ACC, Maurice and Debbie Jordan, PO BOX 642 West Jefferson, NC 28694, or to any such address as the ACC shall hereinafter be designated in writing. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ACC shall have 30 days to approve complete plans that have been submitted by lot owners (s) or builder.

Neither the ACC, nor any member, employee or agent thereof, shall be liable to any owner of a Lot or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgement, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ACC for approval agrees not to bring any action or suit to recover any damages against the Declarant, the ACC, or any partner, member, employee or agent for the Declarant or the ACC.

The ACC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in accordance with the developer's plans and objectives therefore.

ARTICLE XIII.

Community appearance will be maintained by the Declarant until formation of the Quail Ridge Estates Property Owners Association's governing body. The Declarant and Property Owners Association shall use Association Funds to maintain the green space/grassy area of undeveloped lots within Quail Ridge Estates until the lot(s) has been built upon. Maintenance will consist of mowing/bush hogging all undeveloped lots a minimum of 3 times per calendar year and the frequency of mowing/bush hogging may be increased at the discretion of the Declarant and/or the Property Owners Association. Individual lot owners may elect to exclude their lot (s) from maintenance, the lot owner shall become responsible for maintenance of lot(s) to the same or better conditions as lots maintained by the Association. If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot(s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot(s), or hidden from site from the roadways.

ARTICLE XIV.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2027, at which time said covenants shall be automatically extended to successive periods of Ten (10) years unless, by vote by majority vote of the current owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or person, owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

ARTICLE XV.

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way effect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XVI.

No well for the production of or from which there may be produced, oil, gas or minerals shall be dug or operated upon any lot not owned by Developer, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon: provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activities with soil testing, construction or building foundations or master drainage control.

Any grading or other land use, which creates erosion runoff into streams or other lots, is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity as defined in Article IV of the covenants. The Declarant is in no way liable for any fines or penalty.

ARTICLE XVII.

All garbage cans, above ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other lots, streets and areas in the Development outside the lot on which such items are located. Each lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types or cleaning apparatus shall be hung or placed outside of any structure located on any lot in the Development in such manner as to be visible from any street, or other lot or area located in the Development.

ARTICLE XVIII.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of a structure.

ARTICLE XIX.

No lots are to be clear cut. Each lot owner shall remove those trees and vegetation necessary for their necessary use, but no further.

ARTICLE XX.

The Declarant may waive or modify any of the provisions of these restrictions in its sole discretion, until the last lot in the subdivision is sold, at which time the Property Owners Association holds such discretion.

IN WITNESS WHEREOF, MAURICE JORDAN BUILDERS, INC. has caused this instrument to be executed.

Maurice Jordan Builders, Inc

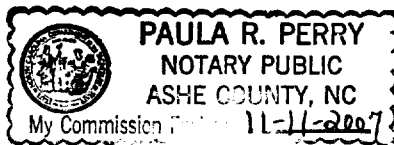
By: Maurice Jordan
Maurice Jordan, President

STATE OF NC
COUNTY OF: Ashe

I, Paula R. Perry, a Notary Public of the State and County aforesaid, certify that Maurice Jordan personally appeared before me this day and acknowledged that he is President of Maurice Jordan Builders, Inc., a North Carolina Corporation, and by authority duly given and as the act of the Corporation.

WITNESS my hand and official seal, this the 11 day of Aug, 2004.

Paula R. Perry My commission Expires: 11-11-2007
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF ASHE SUBDIVISION ROAD DISCLOSURE STATEMENT

1. Maurice Jordan Builders, Inc, is the developer of that tract or parcel of land located in Ashe County, North Carolina, more particularly described according to that plat recorded in Plat Book 6, Pages 193, of the Ashe County Registry, and known as **Quail Ridge Estates**.
2. The Quail Ridge Estates roadways are in a state of pre-construction. During construction of the roadways, debris may be placed in the lower lying areas of some lots. The debris will be hidden from sight as much as possible and covered with topsoil and seeded where feasible.
3. The aforesaid plat shows various rights;-of way and easements, all which are private roads and are not for the general public's use.
4. As a private road and not a public road, the responsibility for maintenance of the these roads is upon the property owners and said maintenance shall be governed by the provisions contained within the Declaration of Restrictive Covenants as recorded in Book _____, Page _____, of the Ashe County Public Registry.
5. Maurice Jordan Builders, Inc. shall have the right to improve said roadways to the full extent as stated in the Quail Ridge Estates Restrictive Covenants.
6. No representation or warranty is made concerning the construction of these roadways so as to be included in the State Secondary Road system, or that the State of North Carolina will eventually assume maintenance of these roadways.
7. This disclosure is made to _____, on this the _____ day of _____, 2004, and the undersigned certifies receipt of a duplicate original of the above disclosure, together with a copy of the Declaration of Restrictive Covenants of Quail Ridge Estates, and furthermore, the undersigned acknowledge(s) that _____ has/have read and understand these provisions regarding the various rights-of ways and easements shown on the map above referred to regarding the various status, design, construction and maintenance within **Quail Ridge Estates**.

Maurice Jordan Builders, Inc

BY: *Maurice Jordan*
Sec/Treas

ATTEST _____

FILED
ASHE COUNTY
SHIRLEY B. WALLACE
REGISTER OF DEEDS

A2

(SEAL)
NORTH CAROLINA - ASHE COUNTY
The foregoing certificate(s) of
PAULA R PERRY (SEAL)

FILED Aug 12, 2004
AT 03:28:58 pm
BOOK 00317
START PAGE 0589
END PAGE 0594
INSTRUMENT # 05586

Notary Public is (are) certified to be correct.
Duly registered this date and hour shown
on the first page hereof.
SHIRLEY B. WALLACE
Register of Deeds
By *Jimmy K. Dreyer*
Assistant / Deputy