



Prepared by:  
Mike Pratt

**Knob Ridge Property Owners Association, Inc.  
Transylvania County, North Carolina**

**Declaration of Restrictive and Protective Covenants**

KNOB RIDGE PROPERTY OWNERS ASSOCIATION, INC. is charged with maintenance of roads and common areas of the development which is located in Dunn's Rock Township, Transylvania County, North Carolina, and described in Plat Book 254, pages 88 & 89, Transylvania County Registry.

The Association reserves all powers of a Declarant as used in Chapter 47F of the General Statutes of North Carolina Planned Community Act.

The Association declares that all of the lots and parcels above designated and such additional as may be added to and subject to this Declaration are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and / or improved, are subject to these covenants to be a plan for the development, improvement and sale of lots and parcels, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness.

The provisions of this Declaration are intended to create equitable fair rules upon each and all lots and parcels to create rights between the respective owners to create privacy of contract and estate between the owners of lots and parcels and shall operate as covenants, running with the land, for the benefit of each and all lots and parcels in the Development and their respective owners, present and future.

**Article I  
Land Use and Structure**

All lots and parcels in the Development are designated as single-family residential only. No trade or business may be conducted on any lot other than a home owned and operated business by lot owners or by members of their immediate family. No trade materials or inventories are to be stored upon any lot, other than as may be needed in conducting the home owned and operated business. Any such business, and the vehicular traffic associated with it, must first be approved by The Association. Lease or rental of a dwelling for residential purposes shall not be considered to be a violation of this covenant.

Except as authorized in these covenants, no building shall be built altered or placed

and one-half (2 ½) stories in height, with a porch, terrace, private garage or carport and one additional building, enclosed on all four sides, for storing household furniture, personal possessions, boats, cars, recreational vehicles, lawn/garden equipment. Household pets may be kept, stored, and housed so long as they are not used for breeding purposes.

Each dwelling constructed, erected or situated on a lot shall have fully enclosed floor area (exclusive of any roofed or unroofed porch, terrace, garage, carport or other areas not enclosed by the main structure) shall contain not less than 1,500 square feet of fully enclosed and heated floor area. Residences fully constructed before the recording of these covenants shall be exempt from these requirements.

No motor vehicles or any structures of a temporary character, such as trailers, tractor trailers, motor homes, recreational vehicles, mobile homes, tents, shacks, garage, carport, shed or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

All buildings shall be at least 20 feet from any public or private road and no structure (other than a fence) may be built within 10 feet of any lot line, or within the 30 foot road easement as per County code.

No sign exceeding 36" X 24" in size shall be displayed to the public view on any lot.

No commercial cutting of timber shall be permitted on any lot.

## **Article II Nuisance**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

## **Article III Maintenance of Lots**

All lots, occupied or unoccupied, shall at all times be maintained in such a manner as to prevent them from becoming unsightly, unsanitary or a hazard to health. If not so maintained, a certified letter shall be sent to the owner with a mandatory response within 30 days. The Association shall have the right, through its agents,

employees or contractors to maintain the property, the cost of which shall be levied as an assessment against the owner of the lot. Neither the Association, nor any of its agents, employees or contractors shall be liable for any damage which may result from any such maintenance work.

#### **Article IV Pets**

No swine, cattle, horses, poultry or "livestock" may be kept on any lot in the Development at any time. Household pets, such as dogs and cats may be kept provided that they are not bred or maintained for commercial purposes. Household pets shall be kept on the owner's property at all times except when secured by leash.

Any pet which repeatedly and consistently barks howls or makes disturbing noises which might be reasonably expected to disturb any other lot owner or his tenants or guests shall be a noxious and offensive activity constituting a private nuisance. It is the owner's responsibility to keep all pets from bothering or disturbing any other lot owner or his tenants or guests.

#### **Article V Garbage and Sewerage Disposal**

No sewerage system shall be permitted on any lot except as is located, constructed, and equipped in accordance with the minimum requirements of the State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction.

No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### **Article VI Subdivision of Lots**

No multi-acre lot or parcel of land in existence at the time of the recording of these covenants shall be subdivided into less than two and one-half (2 1/2) acre parcels.  
Any parcels so divided shall remain a part of the Association and subject to these Covenants and Restrictions.

**Article VII  
Prohibition of Oil and Gas Wells  
And Subsurface Mining**

No well for the production of oil, gas or minerals shall be dug or operated upon any lot, nor shall any subsurface mining or drilling activity be allowed.

**Article VIII  
Outdoor Lighting**

No outdoor lighting shall be utilized which unreasonably interferes with the privacy of any other lot owner or directed to shine onto another person's property.

**Article IX  
Parking of Vehicles**

No trailer, tractor trailer, bus, truck, tractor, recreational vehicle, camper trailer, boat trailer or any other transportation device, other than an automobile or a pickup truck, may be parked on any road or street in the Development.

**Article X  
Electric Power and Above Ground Utility Poles**

No above ground utility poles or light poles shall be permitted, other than that already in place at the time of the recording of these restrictions.

**Article XI  
Easements**

The following easements and the right to ingress and egress reasonably necessary to exercise such easements are reserved to The Association,

- A. Roads. An easement on, over and under all roads in the Development for the purpose of installing, maintaining and operating utilities; for the purpose of drainage control; for access to any lot or parcel; and for the purpose of maintenance of said roads within the subdivision.
- B. Use of and Maintenance by Owners. The areas of any lots affected by the easements shall be maintained continuously by the owners. No structures

plantings or other material shall be placed or permitted on easements which may interfere with the use of said easements.

**Article XII**  
**Knob Ridge Property Owners Association, Inc.**

**Section 1. Membership**

Each person (or entity) who/which is a recorded owner shall be considered to have a membership in Knob Ridge Property Owners Association, Inc.

No owner, whether one or more persons, shall have more than one membership per lot owned.

**Section 2. Voting**

Members shall be entitled on all issues to one vote per lot regardless of the number of persons or other entities owning a particular lot.

**Section 3. Assessments**

Each lot in the Development is served by roads which connect the Development with the public road. The owner of each lot, shall be obligated to pay to the Association an annual assessment or charge to be fixed, established, and collected on a lot-by-lot basis as provided by these covenants. The annual assessment shall be due on a date established by the Association and pursuant to reasonable advance notice given in writing to all lot owners. Each lot made subject to these restrictions is made subject to a continuing lien to secure the payment of each assessment or charge when due.

Funds collected from assessments may be used for any or all of the following purposes: landscaping the entrance, maintaining, operating, improving and replacing roads within the Development; protection of property from erosion; maintaining lots as provided in Article V; enforcement of these restrictions; paying taxes and other indebtedness of the Association, including insurance premiums, government charges of all kinds and descriptions; legal and accounting fees; and, in addition, doing any other things necessary or desirable in the opinion of the Association to maintain the Development in neat and good order.

#### Section 4. Enforcement Procedures

Upon the failure of the owner of any lot to pay any assessment or charge when due, the Association shall have the right to collect the amount by an action at law against the owner. Such rights and powers shall continue in the Association and the lien of such charge shall be deemed to run with the land. Any assessment or charge levied against a lot remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on the lot when a claim of lien setting forth the name and address of the Association, the name of the recorded owner of the lot at the time the lien is filed, a description of the lot and the amount of the lien claimed is filed of record in the office of the Clerk of Superior Court for Transylvania County. Upon the filing of any such lien the Association may foreclose the claim of lien as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes. All liens levied pursuant to the provisions of these Covenants shall include the amount of any unpaid assessments, plus any other charges including a late charge of Twenty-Five Dollars (\$25.00) to cover administrative expenses, interest at one and one-half percent (1½%) per month from the due date, and costs of collection, including attorneys' fees. Each Notice of Assessment and Lien shall be signed by the Association or such other person or legal entity to which the Association may assign the authority. Such lien shall be prior to all other liens recorded subsequent to the filing of such Notice of Assessment and Lien. Each owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association, or such other person or legal entity to whom the Association may assign the authority to file Notices of Assessment and Liens, the right and power to bring all actions against said owner personally for the collection of such charges set out in said Notice of Assessment and Lien as a debt or to foreclose the lien in the same manner as other liens for the improvement for real property. The lien provided for in this Article shall be in favor of the Association and it shall have the power to bid on the lot in any foreclosure proceeding or to acquire, hold, lease, mortgage, or convey the lot. No diminution or abatement of assessment shall be claimed by reason of any alleged damage, inconvenience or discomfort arising from the completion by the Association of repairs or improvements or removal of nuisances pursuant to the provisions these Covenants or for any maintenance performed by the Association pursuant to the provisions of these Covenants. All payments shall be applied first to costs and attorney fees, then to late charges, then to interest, then to delinquent assessments. Upon payment of all assessments and other charges, costs and fees provided for in a particular Notice of Assessment and Lien, the party filing the lien shall cause a further notice stating satisfaction and the release of the lien.

**Article XIII  
Clean Water**

No lot owner shall pollute any water source in the Development, nor shall any lot owner cause or allow any stream in the Development which may flow across his lot to be diverted in part or in whole from its natural direction and course of flow. No solid or liquid waste of any kind shall be drained, dumped or disposed of in any way into open ditches or water courses.

**Article XIV  
Amendment**

This Declaration may be amended at any time either by the recordation in the office of the Register of Deeds for Transylvania County, North Carolina, or a written amendment to these restrictions signed by the owners of at least sixty-seven percent (67%) of the lots in the Development, or by the recordation of a document prepared and executed by the Secretary of the Association certifying that the amendment to the declaration has been approved by the affirmative vote of at least sixty-seven percent of the votes in the Association. Any such amendment shall become effective upon the date of its recordation unless a latter effective date is specified.

**Article XV  
Term**

These covenants are to run with the land and shall be binding on all parties and all persons for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority (67%) of the then owners of the lots has been recorded, agreeing to any changes.

**Article XVI  
Purchaser's Acceptance**

Each purchaser of any lot or parcel by acceptance of a deed conveying title or the execution of a contract for the purchase of such a lot or parcel shall accept the conditions of these Covenants and be bound by them.

**Article XVII  
Enforcement**

Knob Ridge Property Owners Association, Inc. may collect assessments, enforce liens and proceed at law or in equity against any person or other legal entity violating or attempting to violate any provisions of these restrictions, either to restrain violation, to recover damages, or both. Failure to enforce restrictions contained herein shall in no way affect any future or subsequent right to enforce the same.

**Article XVIII  
Severability**

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions.

In witness whereof, Knob Ridge Property Owners Association, Inc., has executed this Declaration, this 9 day of October, 2006

Knob Ridge Property Owners Association, Inc.

By: Linda P. Haines DW  
Vice President

Attest:

Betty F. James  
Secretary

State of North Carolina  
County of Transylvania

I, Debra W. Walker, a Notary Public, do hereby certify that

Tinka P Haines personally appeared before me this  
day and acknowledged the due execution of the foregoing instrument for  
the intents and purposes therein expressed.

Witness my hand and official seal, this the 9 day of October,  
2006.

Debra Walker  
Notary Public Debra W. Walker

My Commission Expires 01/13/2008

