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**Amended and Restated  
Declaration of Covenants and Restrictions**

**For**

**Eagles Ridge**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made by the Owners to amend and restate in its entirety that certain Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 686, Page 335, of the Chatham County Registry (the "**Original Declaration**," as amended, restated, supplemented, or otherwise modified from time to time, the "**Declaration**"), pursuant to a vote of the Members as provided in Article 12, Section 12.2 thereof.

WITNESSETH

WHEREAS, the Original Declaration was recorded for the purpose of imposing certain covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions upon the Property in order to provide for the preservation and enhancement of property values, amenities and opportunities within the Property and to contribute to the personal and general health, safety and welfare of the property owners and residents, to preserve the environment, to maintain the streets, and to maintain the land and improvements;

WHEREAS, the Original Declaration was amended by the First Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 693, Page 300, of the Chatham County Registry;

WHEREAS, the Declaration was further amended by the Second Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 718, Page 101, of the Chatham County Registry;

WHEREAS, the Declaration was further amended by the Third Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 734, Page 58, of the Chatham County Registry;

WHEREAS, the Declaration was further amended by the Fourth Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 735, Page 865, of the Chatham County Registry;

WHEREAS, the Declaration was further amended by the Fifth Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 739, Page 269, of the Chatham County Registry;

WHEREAS, the Declaration was further amended by the Sixth Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 910, Page 1092, of the Chatham County Registry;

WHEREAS, the Declaration was further amended by the Seventh Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 1152, Page 308, of the Chatham County Registry;

WHEREAS, the Declaration was supplemented by the Supplemental Declaration for Eagles Ridge recorded in Book 1231, Page 931, of the Chatham County Registry;

WHEREAS, the Declaration was further amended by the Eighth Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 1335, Page 799, of the Chatham County Registry;

WHEREAS, the Owners desire to make further amendments to the Declaration and to incorporate such amendments together with all prior amendments, supplements, and modifications into a single document;

WHEREAS, Article 12, Section 12.2 of the Declaration provides that the Declaration may be amended with the approval of at least eighty percent (80%) of the votes of Members other than Declarant;

WHEREAS, this Amended and Restated Declaration of Covenants and Restrictions for Eagle Ridge amends the Declaration and incorporates all prior amendments, supplements, and modifications into the following document and has obtained the approval of at least eighty percent (80%) of the votes of Members other than Declarant;

NOW, THEREFORE, the Declaration is hereby amended and restated in their entirety in the form of this Amended and Restated Declaration of Covenants and Restrictions and, accordingly, the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions herein set forth.

#### ARTICLE 1 – DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 “**Accessory Building**” shall mean any detached garage, guest house or garage apartment, storage building, barn, or other building not attached to the Dwelling.

1.2 “**Articles of Incorporation**” shall mean the Articles of Incorporation of the Association.

1.3 “**Assessment**” shall mean those charges made by the Association from time to time, against Lots for the purposes, and subject to the terms, set forth herein.

1.4 “**Association**” shall mean Eagles Ridge Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

1.5 “**Association Property**” shall mean all real and personal property which may be acquired by the Association for the benefit, use and enjoyment of all Owners.

1.6 “**Board**” shall mean the Board of Directors of the Association, or for architectural review, a committee of the Board.

1.7 “**Bylaws**” shall mean the By-laws of the Association.

1.8 “**Common Property**” shall mean all portions of Eagles Ridge which are intended for the exclusive common use and enjoyment of the Owners, and which are identified and dedicated to the Association on any recorded plats of the Property, or conveyed to the Association. Non-exclusive Common Street Easements dedicated to the Association shall be Common Property subject to the easements granted to others and to rights retained by Declarant.

1.9 “**Common Expenses**” shall mean all expenses incurred by the Association in connection with its ownership and obligations set forth herein.

1.10 “**Common Street Easements**” and “**Street Easements**” shall mean all portions of non-exclusive road easements which are used for access to and across the Property and dedicated for maintenance by the Association. Street Section One (Bald Eagle Drive), Overlook Trail and Talon Drive to the boundary of Tract 5 are Common Street Easements. The “60’ Private Easement” along the northern boundary of Lot 19 is not a Common Street Easement.

1.11 “**Common Surplus**” shall mean the excess of all receipts of the Association, Assessments, rents, profits and revenues in excess of the amount of Common Expenses.

1.12 “**County**” shall mean Chatham County, North Carolina.

1.13 “**Declarant**” shall mean Eagles Ridge, LLC, a North Carolina Limited Liability Company, as the original Declarant, and the following holders of Declarant rights: BB Eagle, LLC, to whom Eagles Ridge, LLC assigned Declarant rights by deed recorded in Book 734, Page 551, Chatham County Registry, while also reserving Declarant rights in said deed; Harper, LLC, to whom BB Eagle, LLC assigned Declarant rights by deed recorded in Book 1152, Page 293, Chatham County Registry, while also reserving Declarant rights in said deed; and Chatham Park Investors LLC, to whom BB Eagle, LLC and Harper, LLC assigned Declarant rights as described in an instrument recorded in Book 1231, Page 587, Chatham County Registry; together with each of their respective affiliates, successors and assigns, who acquires property shown on the Master Plan for development and to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as Declarant may impose.

1.14 “**Declaration**” shall have the meaning ascribed thereto in the preamble to this instrument.

1.15 “**Dwelling**” shall mean a building designed for, or used for, human occupancy; except it shall not mean a guest house or garage apartment if there is a Dwelling on the Lot.

1.16 “**Eagles Ridge**” shall mean the development project which is located in Chatham County, North Carolina, and known as Eagles Ridge Phase One, Two-A, Two-B, Two-C, Three-A, Three-B, Four, Five and Six (which include all of Lots 1 through 24), as same is legally described on recorded plats as follows: (1) “Phase One of Eagles Ridge” containing 95.19 acres as shown on the plat recorded in Plat Slide 96-94, the street easement is revised by plat recorded in Plat Slide 97-147; (2) “Phase 2A of Eagles Ridge” containing 11.345 acres as shown on the plat recorded in Plat Slide 96-189; (3) “Phase 2B of Eagles Ridge” as shown on the plats recorded in Plat Slides 97-298 and 97-442; (4) “Phase Two-C of Eagles Ridge” containing Lots 12 and 13 as shown on the plat recorded in Plat Slide 97-442 and 97-462; (5) “Phase 3A of Eagles Ridge” containing 22.000 acres as shown on the plat recorded in Plat Slide 96-190; (6) “Phase Three-B of Eagles Ridge” containing 32.58 acres as shown on the plat recorded in Plat Slide 97-416; (7) Phase Four of Eagles Ridge containing Lots 15, 16, 17, 18, and 19 as shown on the plat recorded in Plat Slide 2001-370; (8) “Phase Five of Eagles Ridge” containing Lots 20 and 21 as shown on the plat recorded in Plat Slide 2002-375; and (9) “Phase Six of Eagles Ridge” containing Lots 22, 23, and 24 as shown on the plat recorded in Plat Slide 2005-9; plus any additional property added to that project by Declarant and made subject to these or substantially similar covenants and restrictions.

1.17 “**Extraordinary Street Maintenance**” shall mean all Street maintenance required as a result of damage caused by heavy or tracked vehicles, especially including *inter alia* those that may be used in construction.

1.18 “**Farm Tract**” shall mean any lot of more than ten (10.000) acres, but less than twenty-five (25.000) acres, located within the areas of Eagles Ridge designated as a “Lot” on a recorded plat.

1.19 “**Farm Tract Member**” shall mean the Owner of a Farm Tract.

1.20 “**Farm Use**” shall mean garden crops, horses and cows with no more than one per acre of pasture; chickens and other domestic fowl for consumption of the residents; hay and grain crops; greenhouses; orchards and timber cultivation.

1.21 “**Farm Structures**” shall mean training rings, and other structures erected in connection with a Farm Use, except Accessory Buildings and fences.

1.22 “**Home Business**” shall mean consulting, crafts, the practice of law, medicine, psychology, teaching, and similar professions, horse training, and other businesses conducted within the residence operated by resident owners provided that no more than two persons not residents of Eagles Ridge work on site in the business; there are no retail, trade or client visits except by prior appointment by no more than ten (10) persons per day; the business is located within the Dwelling of the Owner or allowed Accessory Buildings; no advertising or business sign is located within Eagles Ridge or within one mile of Eagles Ridge; and the activity creates no noise, odor, nor unsightly condition offensive to any other Owner.

1.23 “**Homesite Lot**” (formerly Single-Family Lot) shall mean any lot of ten (10.000) acres or less located within the areas of Eagles Ridge designated as a “Lot” on a recorded plat together with the Dwelling, if any, constructed on such lot.

1.24 “**Homesite Owner**” shall mean the Owner of a Homesite Lot (formerly Single-Family Lot).

1.25 “**Improvements**” shall mean all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, pool, alteration, screen enclosure, sewer, draining, disposal system, tower, satellite dish, antenna, and other signaling devices, decorative building, landscaping or landscape device (including, existing and planted trees and shrubbery) or object.

1.26 “**Institutional Mortgagee**” shall mean a bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Declarant, an agency of the United States Government, Federal National Mortgage Association, or Declarant, which holds a first mortgage of public record on a Lot, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.

1.27 “**Landscape Easement**” shall mean any area designated on a Plat as a “Landscape Easement.” The Association shall have a non-exclusive easement to go upon and the right, but not the obligation, to improve and maintain Landscape Easements including *inter alia* signs, fences, plants, and landscape features.

1.28 “**Large Tract**” shall mean any lot of twenty-five (25.000) acres or more located within the areas of Eagles Ridge designated as a “Lot” on a recorded plat. For the purposes of Street Assessments, “Large Tract” shall also include any lot of twenty-five (25.000) acres or more located within the areas of the Property.

1.29 “**Large Tract Member**” shall mean the Owner of a Large Tract.

1.30 “**Lot**” shall mean any lot located within the areas of Eagles Ridge designated as a “Farm Tract,” “Large Tract” or a “Homesite Lot” (formerly Single-Family Lot) shown on the recorded plats of the Property. For the purposes of Street Assessments, “Lot” shall also mean any tract of land located on the Property but outside the areas of Eagles Ridge. Lot shall not include Common Property.

1.31 “**Master Plan**” shall mean that certain graphic representation of the proposed manner of the development of the Property, which is attached hereto as **Exhibit B**. Declarant reserves the right for as long as Declarant owns any of the Property to change the Master Plan in its absolute discretion without approval by any Owners, except the consent of the affected Owner shall be required to change the Master Plan of Property not owned by Declarant. Declarant reserves the right to add property to the Master Plan. Declarant also reserves the right to remove property from the Master Plan, not to exceed two hundred (200.000) acres.

1.32 “**Member**” shall mean Owners and Declarant. Declarant shall be a Member of the Association from and after the date of recordation of this Declaration in the public records of the County until it no longer owns any property shown on the Master Plan. The Owner of a Lot within Eagles Ridge shall be an “**Eagles Ridge Member.**” The Owner of a Lot outside Eagles Ridge shall be a “**Street Assessment Member.**”

1.33 “**Owner**” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding however, any mortgagee.

1.34 “**Plats**” shall mean the recorded plats of the Property.

1.35 “**Property**” shall mean that real property described in **Exhibit A**, attached hereto and incorporated herein by reference, and such additional property as may be submitted to this Declaration from time to time, pursuant to Article 2 of this Declaration, less such real property removed from this Declaration by Declarant pursuant to this Declaration.

1.36 “**Setback Area**” shall mean the area between Lot line boundaries and the Setback distance as set forth in this Declaration, a Plat, or established by the Board pursuant to this Declaration.

1.37 “**Street**” shall mean any street, highway or other thoroughfare which is constructed by Declarant and provides access to Eagles Ridge Lots whether the same is designated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation. “Street” shall include all of the Common Street Easements, including any appurtenant drainage facilities. “Street” includes *inter alia* Bald Eagle, Talon Drive and Overlook Trail as shown on the Plats. “Street” does not include any street within Tract 5 (Phase One); or the “60’ Private Easement” along the northern boundary of Lots 12A, 12B, and 19 unless it is later added by Declarant.

1.38 “**Street Assessment**” shall mean those Assessments made for the purpose of improving and maintaining the Common Street Easements. Street Assessments shall be made as and included within the General Assessment, Special Assessment, Emergency Special Assessments, or Individual Assessments as applicable.

1.39 “**Street Section One (Bald Eagle Drive)**” shall mean that Private Street Easement leading from SR 1943 (Point 7 on the plat) across Tract 1 and a portion of the Barber property to Point 23 as shown on the plat recorded in Plat Slide 96-94, Chatham County Registry.

1.40 “**Tract 1**” shall mean all that 349.50 acres shown as Tract 1 on the plat recorded in Plat Slide 96-94, with “**Tract 1A**” including the 37.50 acres of Tract 1 and shown as Tract 1A on the plat recorded in Plat Slide 97-418. and “**Tract 1B**” including the 200.00 acres being a portion of Tract 1 and shown as Tract 1B on the plat recorded in Plat Slide 97-418.

1.41 “**Tract 5 (Phase One)**” shall mean all that 95.19 acres shown as Tract 5 on the plat recorded in Plat Slide 96-94.

1.42 **“Trail Easement”** shall mean, if any, the easements dedicated to, or the areas owned by, the Association and made available to Members for riding horses and hiking. Trail Easements may be located within the street easements.

1.43 **“Wetlands”** shall mean all areas which may be defined as “wetlands” by the U.S. Code and Regulations.

## ARTICLE 2 – PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial property which shall be subject to this Declaration upon recordation is the Property.

2.2 Additional Property. Declarant may subject additional property to this Declaration and to Eagles Ridge by recording an amendment to this Declaration, describing such additional property. Additional property must be shown on the Master Plan or adjacent to the property shown on the Master Plan and be in a manner compatible with the Master Plan. Except as otherwise provided herein, such amendments may be made by Declarant in its sole and absolute discretion without the approval of any other Owners or the joinder of any entity or individual. Any additional property which uses the Streets but is not included within Eagles Ridge shall be subject to Street Assessments in a manner which Declarant determines to be equitable.

2.3 Removal of Property. Declarant may remove from the Property subject to this Declaration up to two hundred (200.000) acres of Tract 1, except any Property which uses Common Street Easements shall remain subject to the provisions for Street Assessments. As of the date of this Declaration, portions of Tract 1 have been removed, resubjected, and removed again from the Property as follows:

2.3.1 By the Third Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 734, Page 58, of the Chatham County Registry, Declarant removed all of Tract 1B, containing 200.000 acres of Tract 1, from the Property.

2.3.2 By the Sixth Amendment to the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 910, Page 1092, of the Chatham County Registry, Declarant resubjected to the Declaration and added to the Property that portion of Tract 1B which lies within Lots 16 through 19 (including the 31.443 acres constituting Lots 17 through 19, and also including a portion of Lot 16).

2.3.3 By the Supplemental Declaration for Eagles Ridge recorded in Book 1231, Page 931, of the Chatham County Registry, Declarant removed Tract 1A, less and except the portions thereof that are contained within Lots 15 and 16, containing 30.66 acres of Tract 1, from the Property.

2.4 Property Assessed for Roads. All of the Property shall be subject to the streets maintenance provisions and Street Assessments by the Association, except any Lot or portion which does not use the Streets and is removed from the Master Plan by Declarant. All other

property which is not subject to this Declaration but which is granted an easement to use Common Street Easements shall be subject to Assessments for improvement and maintenance of that easement.

### ARTICLE 3 – EAGLES RIDGE PROPERTY OWNERS ASSOCIATION

3.1 Formation. Declarant shall cause the Association to be formed. The Association is formed to operate, maintain and ultimately own the Common Property; to maintain and improve the Common Street Easements and, if any, the Trail Easements; to charge and collect Assessments; to enforce this Declaration and for the enforcement of the rules and regulations, including traffic regulations, promulgated by the Association. The Association shall have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the Bylaws. Subject to the additional limitations provided herein and in the Articles of Incorporation and the Bylaws, the Association shall have all of the powers and be subject to all of the limitations of a not-for-profit corporation as contained in the North Carolina statutes in existence as of the date of recording this Declaration. The Association shall be the entity responsible for the execution, performance, administration and enforcement of all terms and conditions of this Declaration. Declarant, by subdividing the Property, by amendment to this Declaration, and by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership and assessment basis for such additional membership.

#### 3.2 Membership.

3.2.1 General. Each Owner of a Lot, upon his, her, or its acquisition of the Lot, shall automatically become a Member of the Association and shall remain a Member for so long as such Owner remains the Owner of the Lot. Declarant shall be a member of the Association from and after the date of recordation of this Declaration, until it no longer owns any property shown on the Master Plan.

3.2.2 Classes of Membership. Membership in the Association shall be divided into the following three specific classes: (1) Homesite Members, (2) Farm Tract Members and (3) Large Tract Members. Class of Membership is determined by type of Lot owned. Membership shall also be divided into the following two categories: (a) Eagles Ridge Member and (b) Street Assessment Member. Category of Membership is determined by whether or not the Lot is located within Eagles Ridge. After turnover of control, each class and category of membership shall have specific members of the Board representing it, pursuant to the Bylaws of the Association. Each category shall have representation on the Board approximately proportional to the respective Street Assessment.

3.3 Voting. All Members shall be entitled to vote on all matters coming before the membership, except that a Member shall not be entitled to vote regarding an Assessment to which it is not subject and a Street Assessment Member shall vote only regarding matters related to Streets used by it and Street Assessments to which it is subject. Before transfer of control of the Association, Declarant shall not be entitled to vote as a Member for Special Assessments. After transfer of control of the Association, Declarant shall be entitled to cast that number of



votes equal to the number of Lots it owns; except Declarant shall not vote on any proposal to increase the General Assessments more than ten percent (10%) per annum.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board in accordance with this Declaration, the Articles of Incorporation and the Bylaws. No amendment to the Articles of Incorporation and Bylaws shall conflict with the terms of this Declaration nor adversely affect the rights of Declarant, without Declarant's prior written approval. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right in or to the assets, functions, or affairs of the Association, or any right which may be transferable, or which shall continue after the Member's membership ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, any rules or regulations promulgated by the Association, or the Traffic Regulations. All such determinations shall be made by a majority of the Board. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of membership of the Association, except such Member may have access to its Lot for necessary purposes.

3.6 Control by Declarant. Declarant shall have the right to retain control of the Association until the earlier of December 31, 2002 and the date on which Declarant has closed the sale of eighty percent (80%) of all the Lots shown on the Master Plan, or at any time prior thereto as determined by Declarant, in Declarant's sole discretion. At the time of turnover of control of the Association, the Association shall record a Notice of Turnover in the public records of the County. So long as Declarant retains control of the Association, Declarant shall have the right to appoint a majority of the members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the membership of the Association (except increases in assessments upon which Declarant is not allowed to vote) shall be effective unless, and until, approved by Declarant; other Owners shall have the right to elect one Member to the Board. After turnover of control of the Association and so long as Declarant owns any property within Eagles Ridge, Declarant shall have the right to appoint one (1) member of the Board of Directors.

#### ARTICLE 4 – COMMON PROPERTY AND ASSOCIATION PROPERTY

4.1 Common Property. The Common Property is intended for the use and enjoyment of the Owners and their guests and invitees. Title to the Common Property shall remain vested in Declarant until the date that Declarant relinquishes control of the Association. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property and the Association Property, from and after the date of recordation of this Declaration.

4.2 Association Property. The Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to its Members, except it cannot terminate access rights.

4.3 Non-exclusive Street Easements. Declarant may dedicate non-exclusive easements for streets, utilities, and other uses for the benefit of Owners, the Association, Declarant and others. Unless specifically relinquished, Declarant reserves the right to grant non-exclusive easements to others across the same property. If Declarant grants an easement across a Common Street Easement to property outside the Property, Declarant shall provide that the owners of the outside property shall equitably share the cost of improving and maintaining the shared Common Street Easement. If the easement is outside a previously dedicated Common Street Easement and crosses a Lot owned by others, then the joinder of the Owner of that Lot is necessary except for utility easements as provided in Article 5 below.

4.4 Maintenance. The Association is authorized to and shall be responsible for the maintenance and repair of the Association Property, the Common Property, and the Common Street Easements; also, it may maintain and repair Landscape Easements. This maintenance obligation shall commence upon Declarant's designation of the completion of any property or facility or portion thereof, which designation may be made solely at the discretion of Declarant. Specifically, the property which the Association shall maintain and be responsible for shall include, but not be limited to the following:

4.4.1 Streets. All Common Street Easements which are complete. Street Section One (Bald Eagle Drive) shall not be deemed complete until paved. Other Streets shall not be deemed complete until the roadway is constructed with a gravel surface at least three inches deep and ten (10) feet wide.

4.4.2 Landscaping. All landscaping of the Common Property, Association Property, Common Street Easements, and Landscape Easements, including, without limitation, all sodding, irrigation and the planting and care of trees and shrubbery.

4.4.3 Signs and Fences. All signs and fencing located on the Common Property and all fencing along a Lot boundary to Common Property installed by Declarant or the Association. An Owner who uses a fence adjacent to Common Property shall pay one-half the maintenance.

4.4.4 Contracts. Declarant may be the management agent for the Association. No agreement between the Association and Declarant shall be held invalid solely for the reason that at the time of entering into the agreement, agents of Declarant are agents of the Association.

4.5 Rules and Regulations Governing Use of the Common Property. The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members and Owners and of the Common Street Easements by others, and may promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations shall be made available to all Members. Such rules and regulations, and all provisions, restrictions and covenants contained in

this Declaration including, without limitation, all architectural and use restrictions, may be enforced by legal or equitable action by the Association.

4.6 Traffic Regulations. The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits and to promulgate traffic regulations (collectively the "**Traffic Regulations**") for use of all private Streets. A copy of all Traffic Regulations shall be made available to Members. The Association, through its Board, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as an Individual Assessment from Owners.

4.7 Owners Easement of Enjoyment. Subject to the provisions hereinbelow, each Owner shall have a right and easement of enjoyment in and to the Common Property and the Streets, which easement shall be appurtenant to, and shall pass with, the title to each Lot. Each Owner shall have the right to pave or otherwise improve a Common Street Easement at the Owner's expense. The design and specifications of such improvement and the assurance of payment therefore shall be subject to the prior approval of the Board.

4.8 Extent of Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

4.8.1 The right of Declarant and the Association to borrow money for the purpose of improving and maintaining the Common Property and, in connection therewith, to mortgage the Common Property; provided that the lien of any mortgage on the Common Property must be subordinate to the Owners easement of enjoyment.

4.8.2 The right of the Association to suspend the enjoyment rights and easement of any Owner for any period during which an Assessment remains unpaid by the Owner, and for any period during which the Owner is in violation of this Declaration, or any of the rules and regulations promulgated by the Association or the Traffic Regulations, except no Owner shall be denied necessary access.

4.8.3 The right of Declarant and the Association to dedicate or transfer all, or any part, of the Common Property, except Trail Easements (if any) to any governmental or quasi-governmental agency, authority or utility. The right of Declarant, the Association, other Owners, and any assign of Declarant to dedicate Streets to public use.

4.8.4 Restrictions contained on any Plat, or other instrument filed separately, with respect to all or any portion of the Property.

4.8.5 All of the provisions of this Declaration, and the Articles of Incorporation and Bylaws and all rules and regulations adopted by the Association and the Traffic Regulations, as same may be amended from time to time.

4.8.6 The right of Declarant to develop the Property and other property. As a material condition for ownership of a Lot, each Owner releases Declarant from any claim that the

Owner might have for interference with his, her, or its quiet enjoyment of the Common Property or the Association Property due to the development of the Property, and each Owner acknowledges and agrees that Declarant shall have the sole right of development of the Property, and additional property. The Owner shall have a claim if Declarant acts to unreasonably interfere with Owner's access.

4.8.7 The right of Declarant to dedicate easements across the Property owned by it, Streets, Common Street Easements, and the Common Property to other properties.

For so long as Declarant owns any Property, Declarant shall have the right to transact any business necessary to consummate sales of property throughout Eagles Ridge and to post and display signs. Declarant may authorize other builder/developers to exercise the rights reserved in this paragraph.

4.9 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

#### ARTICLE 5 – EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and reserved to or by Declarant over, across and through the Property:

5.1.1 Easement Grants. Easements for the installation and maintenance of utilities are reserved by Declarant and may be granted by Declarant to the Association and to public and private utilities across the front, side and rear boundary lines of each Lot, in the dimensions set forth below, or as otherwise shown on the recorded subdivision plats of the Property, for present and future drainage and utility services to Eagles Ridge, including, but not limited to, water lines, sanitary sewer lines, storm drainage culverts and swales, sprinkler lines, natural gas lines, electrical wires, television wires, telephone cables, irrigation lines, security wires, street lights, communication lines, communication devices, and other services, known and unknown as follows:

- a. Homesite Lots: The easement shall run along the entire length of each front, rear and side lot line for a width of fifteen (15) feet.
- b. Farm Tracts and Large Tracts: The easement shall run along the entire length of each front, rear and side lot line for a width of twenty (20) feet.
- c. The Common Street Easements and all additional easement areas as shown on the plats.

The utility easements shall not unduly interfere with the use of any driveway to a Lot. Any driveway damaged by use of this easement shall be restored by the person causing the damage.

Declarant, the Association and their respective successors and assigns (or such other entity as is indicated on the plats of the Property) are hereby granted access to all easements within which such facilities are located for the purpose of operation, maintenance and replacement thereof.

In the event that Lots are recombined or reconfigured with the joinder of Declarant then the easements reserved herein shall run along the newly established Lot lines and the easements along the old Lot lines shall terminate unless some easement is expressly reserved or a utility use is existing.

5.1.2 An easement over the Streets is hereby granted to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage.

5.1.3 Easements are hereby granted through the Common Property, including, without limitation, the Streets and the easements shown on the plat(s) of the Property or described in deeds, for use by Lot Owners, Institutional Mortgagees and by Declarant, for their use and the use of their agents, employees, licensees and invitees, for all purposes in connection with the Property. Only Declarant may dedicate any easements through the Property. The Association or Declarant or any assign of Declarant may dedicate an existing Common Street Easement to the public.

5.1.4 Declarant reserves the right, without the consent or approval of any Association or the Owners being required, to grant such additional across or to relocate existing easements on any portion of the Common Property, the Common Street Easements, and on any portion of Property or Lot owned by Declarant, as Declarant shall desire. Declarant shall pay all the costs of any relocation, including the costs of improving the relocated road to the same standard.

5.1.5 Easement of Entry by Association and Declarant. Declarant reserves for itself and the Association a special easement for the right to enter upon any Lot, Common Property or Common Street Easement for the purposes of mowing, removing, or pruning unsightly growth, or for the purpose of building or repairing any land contour which detracts from or is necessary to maintain the overall beauty, ecology, and safety of the Property. Declarant or the Association may likewise enter upon any Lot to remove any trash or any unauthorized Improvement, vehicle or other object prohibited by this Declaration. Any such entrance shall not be deemed a trespass. The provisions in this paragraph shall not be construed as an obligation to undertake any of the foregoing.

5.1.6 Trail Easement. A nonexclusive Trail Easement fifteen (15) feet in width may be granted by the Declarant during its control period to Declarant, the Owners, and the Association for horseback riding, walking, hiking, running, and for nature trails and appurtenant facilities across the Property as shown on the plats for use and enjoyment by the Owners, only under such rules as may be promulgated by the Association from time to time. In the event the Association adopts rules allowing use of the Trail Easement or makes Improvements to the Trail Easement, then the Association shall be responsible for the maintenance and management of such Improvements. The Trail Easement may be relocated by Declarant or the Association with the consent of the affected Owner.

ARTICLE 6 – ASSESSMENTS AND LIEN

6.1 Authority of Association. The Association, through its Board, shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property, the Common Property, the Common Street Easements, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for the payment of: operation, maintenance and management of the Association Property; property taxes and assessments against and insurance coverage for the Common Property, the Common Street Easements, and the Association Property; legal and accounting fees; maintenance of the Streets; management fees; normal repairs and replacements; charges for utilities used upon the Common Property, the Common Street Easements, and the Association Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members, Owners or others; maintenance of vacant property as allowed in Section 5.1.5 above; the creation of reasonable reserves; and all other expenses deemed by the Board to be necessary and proper for management, maintenance, repair, operation and enforcement.

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expense it expects to incur and the period of time involved therein and may assess the individual Lot Owners sufficient monies to meet this estimate. The Association shall determine the amount allocated to Common Street Easements, Trail Easements (if any), other Common Property, and other categories as needed. It shall also separately account and budget for that portion of any Common Street Easements used for access to property not located within Eagles Ridge. It shall determine the amounts of Street Assessments which shall include the budgeted amounts for maintaining and improving the Common Street Easements, reserves, a portion of Association administration expenses, and other expenses related to Streets. All Lots shall be assessed at a uniform rate based upon the respective classes and categories for which it is being assessed, provided, however, that (1) the rate of Assessment for Lots with neither a Dwelling, Farm Use, or other regular use shall be seventy-five percent (75%) of that assessed for a Lot with a Dwelling, Farm Use, or other regular use and the rate of Assessment for a Large Tract shall be two hundred percent (200%) of that assessed for a Lot of less than twenty-five (25.000) acres; (2) No Lot in Tract 5 (Phase One) shall be assessed for maintaining, nor enjoy the use of any recreation area or other amenity located outside the Common Street Easements and Trail Easements (if any) if the respective Owner did not approve the acquisition or development of that amenity; (3) Lots which use for primary access a public or other street that is not a Common Street Easement or otherwise maintained by the Association shall not be assessed for the direct cost of Street maintenance; and (4) tracts or Lots outside Eagles Ridge shall pay only the amount of the Street Assessment as a General Assessment; except that Lots outside Eagles Ridge which use for primary access a public or other street that is not a Common Street Easement or otherwise maintained by the Association shall not be assessed for the direct cost of Street maintenance. Assessments against the Lots will be collected from the individual Lot Owners and for property outside Eagles Ridge, Street Assessments shall be collected from

the respective owners. The owner(s) of property within Tracts 1A and 1B who use the privately maintained Streets for primary access shall pay a Street Assessment for each tract or lot; provided that the rate of assessment for any tract or lot not making a regular use shall be seventy-five percent (75%). As the Property in later phases is subdivided or developed and as additional property is subjected to this Declaration, Declarant shall have the right to determine, in its sole discretion, the basis for assessment of such additional property, provided that if the Assessments are not the same as provided herein, the basis therefor shall be reasonably equitable. Prior to December 31, 1996, the maximum annual General Assessment for an occupied Lot of less than twenty-five (25.000) acres for all categories shall not exceed Eight Hundred Dollars (\$800.00). Thereafter, the maximum General Assessment that may be made by the Board, without a vote of the membership, shall increase by ten percent (10%) annually. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board shall determine.

6.4 Special Assessments. The Association shall have the power to levy and collect Special Assessments from the individual Owners, and, when applicable, any owners responsible for Street Assessments. Special Assessments shall be for the payment of the acquisition of property; the cost of construction of Improvements to the Common Property or the Association Property; the cost of unexpected repair or replacement of Improvements, the costs of enforcement of this Declaration, and the expense of indemnification of each director and officer of the Association. The amount which is a Street Assessment shall be determined by the Board. Special Assessments shall be assessed at a uniform rate for each Lot based upon the respective classes and categories subject to the conditions (1), (2), (3), and (4) set forth in Section 6.3 above. If a Special Assessment shall exceed Five Hundred Dollars (\$500.00) per Lot, it shall require the approval of the affected Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least sixty percent (60%) of the votes present in person or by proxy. Special Assessments shall be collectible in such matter as the Board shall determine. There shall be no Special Assessment for the construction or improvement of Streets prior to turnover of control.

6.5 Emergency Special Assessments. The Association may levy an emergency Special Assessment when, in the sole determination of the Board, there is potential danger of damage to persons or property. Such Emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency Special Assessments shall be collectible in such manner as the Board shall determine.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an Individual Assessment against a particular Lot or lot or tract (for property outside Eagles Ridge which used the Streets) for Extraordinary Street Maintenance, the cost of maintenance, repairs or replacements within or without the Lot or lot which were necessitated by the negligent or willful acts of an Owner (or owner) or his, her, or its invitees, licensees, family or guests and the Owner (or owner) thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the used or value of other

portions of the Property. The individual Assessment may include an administrative fee in an amount to be determined by the Board. All individual Assessments shall be collectible in such manner as the Association shall determine.

6.7 Effect of Non-Payment of Assessments. All notices of Assessments shall designate when the Assessment is due and payable. If any Assessment is not paid within ten (10) days of the date when due, the Assessment shall then become delinquent, with a late charge of fifty dollars (\$50.00), and shall bear interest at the rate of eighteen percent (18%) per annum. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against all Lots owned by the Owner against which the Assessment is made, and shall also be the continuing personal obligation of the Owner. Any successor in title to any Owner shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments by an Owner. The Association may also record claims of lien in the public records of the County. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable.

The Association may, at any time thereafter, bring an action to foreclose the lien against any one or more of the Lots in the manner in which deeds of trust on real property are foreclosed, under a power of sale under Article 2A of Chapter 45 of the General Statutes, and/or a suit on the personal obligation of the Lot Owner. There shall be to the amount of such Assessment the costs of such action, including attorneys' fees, and in the event a Judgment is obtained, such Judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration.

6.8 Certificate of Assessments. The Association shall prepare a roster of the Lot Owners and the Assessments which shall be open to inspection by all Owners. The Association shall, upon demand by an Owner, prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Assessments of a Lot Owner been paid and/or the amount which is due. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment of any Assessment therein stated.

6.9 Subordination to Lien of Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. The Assessment lien shall also be subordinate to the lien of any mortgage securing a loan or loans made to the Declarant, whether a first mortgage or otherwise. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Lot from liability for any Assessment due thereafter, nor from the lien of any such subsequent Assessment.

6.10 Exempt Property. All Association Property and Common Street Easements shall be permanently exempt from the payment of all Assessments by the Association.



6.11 Utilities. Declarant reserves the right to subject the Property to a contract with the telephone and electrical utility company for the installation of underground electric cables which may require an initial payment and a continuing monthly payment to the utility company by the Owner of each Lot.

#### ARTICLE 7 – MAINTENANCE OF PROPERTY

7.1 Lot Owner Responsibilities. The Owner of any Lot shall be responsible for all maintenance and repair of such Lot, including, without limitation, the Dwelling thereon. If a Dwelling or other Improvement is destroyed by casualty, the Owner must immediately clear the site of casualty. If a Dwelling is damaged by casualty, the Owner must clean the site and reconstruct as soon as feasible, such reconstruction to begin within ninety (90) days.

7.2 Association Responsibilities. The Association shall be responsible for the maintenance of all Association Property and all Common Property, pursuant to Section 4.4 above.

7.3 Individual Assessment. Notwithstanding anything contained in this section to the contrary, the expense of any maintenance, repair or reconstruction of any Association Property or such other property as is to be maintained by the Association, necessitated solely by the negligent or willful acts of an Owner or his, her, or its invitees, licensees, family or guests shall be borne solely by such Owner, and his, her, or its Lot shall be subject to an Individual Assessment for such expense by the Association. No Owner shall repair, alter, add to, replace, paint or in any other way maintain the Common Property, except with prior approval of the Association.

#### ARTICLE 8 – INSURANCE

The Association is hereby authorized to purchase property and casualty insurance on the Common Property and the Association Property as well as liability, indemnity and fidelity insurance, in such amounts and with such companies as the Board shall deem appropriate.

#### ARTICLE 9 – ARCHITECTURAL AND LANDSCAPE CONTROLS

9.1 Architectural Review. It is the intent of Declarant to create a general plan and uniform scheme of development of Eagles Ridge and to create within Eagles Ridge a residential community of high quality and harmonious Improvements. Accordingly, the Board shall have the right to approve or disapprove all architectural and structural Improvements, all landscaping within the Setback Areas, and locating of any proposed Improvements. The Board may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable governmental codes. Any standards shall be published and available to Members.

9.1.1 Improvements. No structural Improvements shall be constructed, erected, removed, nor shall any addition to or any change, replacement or alteration be made, unless and

until the approval thereof shall be obtained in writing from the Board. No landscaping Improvements within a Setback Area shall be constructed, planted or removed unless and until the approval thereof shall be obtained in writing from the Board.

9.1.2 Application. Each applicant shall submit a preliminary application to the Board with respect to any proposed Improvements. The preliminary application shall include such information as may be required by the application form promulgated by the Board. Prior to the commencement of any work on such Improvement, the final application including the plans and specifications for the Improvement shall be subject to a final review and approval by the Board. The Owner shall identify each contractor which is engaged for the construction. At that time, the applicant shall submit to the Board such additional information as the Board may reasonably require, which may include, without limitation, plans and specifications for the exterior of proposed Improvements, the landscaping design plan showing all proposed Improvements within the Setback Areas, and their site location of all Improvements, and a written application on such form and together with such fees, as may be provided or required by the Board.

9.1.3 Review. No later than thirty (30) days after receipt of all information required by the Board for final review (unless the applicant waives this time requirement), the Board shall respond. The Board shall have the right to refuse to approve any plans and specifications which are not suitable or desirable and in accordance with the Board's standards, in the Board's reasonable discretion. In approving or disapproving, the Board shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the Board fails to respond within thirty (30) days (or such additional time as may be allowed by the applicant), the plans and specifications shall be deemed approved by the Board.

9.1.4 Approval. Upon approval by the Board of any application, the Board shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the Board disapproves any application, the Board shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a formal meeting with the Board to review the plans and specifications disapproved, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the Board. The Board shall make a final written decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved. The decision of the Board shall be final and binding; provided that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

9.1.5 Time to Construct. In the event commencement of construction of a proposed Improvement does not occur within ten (10) months of approval by the Board, the approval of the Board will terminate. The construction of any Improvement shall be completed within eighteen (18) months after commencement of construction.

9.1.6 Changes. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the plans and/or specifications approved by the Board shall be subject to the approval of the Board in the same manner as is required for approval of original plans and/or specifications.

9.1.7 Inspection. The Board shall have the right of entry and inspection upon any portion of Eagles Ridge for the purpose of determination whether there exists any construction or any Improvement which violates the terms of any approval by the Board or the terms of this Declaration. If any Improvement shall be constructed or altered without the prior written approval of the Board, the Owner shall, upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the Board. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Board. Such costs may also be the basis for an Individual Assessment. The Board is specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy and be entitled to the recovery of court costs, expenses and attorneys' fees in connection therewith. All costs, expenses and attorneys' fees of the Board shall be borne by the Association, subject to its right to an award of the Association's attorneys' fees and costs. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein or other rules and regulations promulgated by the Board, the Board may, in addition to all other remedies contained herein, record in the Association's records a Certificate of Non-Compliance stating that the Improvements fail to meet the requirements of the Board.

9.1.8 Standards. The Board is empowered to publish or modify, from time to time, design and development standards including, but not limited to, the following:

- a. Roof and roof design.
- b. Fences, walls and similar structures.
- c. Exterior building materials and colors.
- d. Exterior landscaping within the Setback Areas.
- e. Signs and graphics, mailboxes, address numbers and exterior lighting.
- f. Building setbacks.
- g. Parking and storage within the setback areas.

9.1.9 Declarant Approval. Anything contained herein to the contrary notwithstanding, any Improvements of any nature approved by Declarant while it has control of the Association shall not be subject to the review of the Board.

9.1.10 Fees. The Board may adopt a schedule of reasonable fees for processing requests for approval. The payment of such fees, as well as other expenses of the Board required to be paid, shall be deemed to be an Individual Assessment, enforceable against the Owner as provided.

9.1.11 Liability. Neither Declarant, the directors or officers of the Association, the members of the Board, nor any person acting on behalf of any of them, shall be liable for any

costs or damages incurred by an Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the Board in connection with the approval or disapproval of plans and specifications. The Association shall indemnify, defend and hold the Board and each of its members harmless from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Board or its members. Neither Declarant, the directors or officers of the Association, the members of the Board, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

#### ARTICLE 10 – USE RESTRICTIONS

10.1 Restrictions on use of the Property. The following restrictions shall apply to all of the Property.

10.1.1 Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, or garbage shall be allowed to accumulate or any fire hazard to exist. All Lots and all areas between Lot lines and streets shall be by the Owners in the manner required by the Association. In the event an Owner fails to maintain his, her, or its Lot as aforesaid, the Association shall have the right, exercisable in its sole discretion, to mow, burn or clear any weeds, underbrush or unsightly debris and/or growths from the Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Eagles Ridge; provided, however, that at least seven (7) days' prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the work to be done, then, in that event, the costs of such work, together with interest shall be charged to the Owners as an Individual Assessment.

10.1.2 Fences. All fences along Streets and all fences within Setback Areas shall be approved by the Architectural Review Committee before any installation may begin. Fencing material may be wood, metal (not chain link), composite, or vinyl. The color must also be specified to the Architectural Review Committee. When fencing is placed immediately adjacent (within ten (10) feet) of a property line by one Lot Owner, the adjacent Owner shall use that fencing rather than build a parallel boundary fence, unless it would interfere with an easement or some use of the adjacent Owner. Lot Owners using a fence common with an adjacent Lot or adjacent Common Property shall each pay at least one-half of all maintenance and replacement costs of the original fence. All fencing shall be uniformly maintained in good repair and, if stained, recoated at least every eight (8) years. The color of stain used in recoating must be approved by the Architectural Review Committee.

10.1.3 Lighting. All lighting shall be designed so as to not be an annoyance to the surrounding residents and to not pollute the night sky. No lighting shall be placed within Setback Areas except ground lighting and driveway entry gate lighting approved by the Board. All exterior lights shall be focused downward and shielded so that the source (i.e. the bulb) is not visible from an adjacent house site. Exterior lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting which is visible

from another Lot be permitted to be on after 11:00 pm. Motion-detector-controlled lighting is permitted for security purposes.

10.1.4 Swales. Each Owner shall refrain from altering or interfering with the functioning of all swale areas abutting his, her, or its Lot.

10.1.5 Driveway. Driveways shall provide continuity of landscape, ditches, and any drainage swale and shall blend into the Street. The design and location of all driveways shall be approved in advance by the Board.

10.1.6 Utilities. Electrical, telephone, water, sewer, gas, cable, and other utility lines shall be underground, unless the Association finds underground to be not feasible.

10.1.7 Erosion Control. Any clearing for building sites, ponds, drives, pastures, or for other purposes shall be done in such a manner, with reasonable safeguards followed by seeding and other erosion control measures, including silt fences, so as to minimize soil erosion.

10.1.8 Residence Graphics. The size and design of all signs, Lot numbering, and similar items shall be approved by the Board and shall display continuity and conformity throughout the Property; provided, however, that mailboxes are excluded from such continuity and conformity requirements. Except in connection with development or sales of property throughout the Property by Declarant, no signs, billboards, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on the Property, without the prior written approval of the Board, or except as may be required by legal proceedings. If such permission is granted, the Board reserves the right to restrict size, color, content and location of such sign(s). Notwithstanding the foregoing provisions, the following signs may be placed within the Setback Area without Board approval: (1) temporary signs for special occasions (e.g., graduation, parties, birthdays) for up to thirty (30) days; and (2) one security company placed at a Lot's mailbox or along its driveway. Further, without Board approval, one (1) real estate sign may be positioned on a Lot alongside its adjacent Street and, in connection therewith, one (1) directional sign may be placed alongside Gum Springs Road (at least one hundred (100) feet from the entrance sign). No sign shall be nailed or attached to any tree.

10.1.9 Garbage and Trash Containers. No Lot shall be or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except as required during trash collection, all containers shall be screened from view.

10.1.10 Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise, disturbance, light or odor which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise, light, odor or disturbance to be made on or about his, her, or its Lot. Without limiting the generality of the foregoing provision,

any unmanned aircraft system (e.g., drone) launched from an Owner's Lot must be used in a manner that respects the privacy of other Lots. Any suspicious neighborhood aerial surveillance should be immediately reported to the Board.

10.1.11 Construction Phase. During construction of a Dwelling, or other Improvement, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the Lot.

10.1.12 Subdivision of Lots. Declarant may subdivide, re-subdivide, and combine Lots. Thereafter, no Lot shall be re-subdivided to form a lot smaller than a Lot; except that (1) the Owner of a Farm Tract or Large Tract Lot located within Tract 5 (Phase One) may divide that Lot into Farm Tracts of more than ten (10.000) acres each, so long as Tract 5 (Phase One) consists of no more than five (5) Lots and each such Lot otherwise meets all other requirements of the Declaration, the division is lawfully platted of record, and the division does not result in any violation of the Declaration; (2) the Owner of Lot 8 may divide that Lot into two (2) Farm Tracts of more than ten (10.000) acres each (Lots 8A and 8B), so long as each new Lot meets all other requirements of the Declaration and is lawfully platted of record, and (3) the Owner of Lot 12 may divide that Lot into two Lots (Lots 12A and 12B), so long as each new Lot meets all other requirements of the Declaration and is lawfully platted of record. Each new Lot formed shall be treated as separate and distinct Lots for all purposes, including, but not limited to, voting and assessment purposes. Any Owner of more than one (1) contiguous Lot may apply to the Board for permission to use such Lots as a single site for a Dwelling; and, upon the written consent of the Board, the contiguous Lots shall then be defined as the "Lot" for purposes of this Declaration.

10.1.13 Parking and storage within the setback areas. Nothing is permitted within the one hundred (100) foot street setback area, with the exception of licensed tagged vehicles less than thirty (30) feet in length in the driveway.

10.2 Restrictions on Use. The following restrictions shall apply to all Lots in Eagles Ridge:

10.2.1 Residential Use. All Homesites Lots shall be used only as private residential Dwellings and for Home Business and for no other purpose. All Farm Tracts and Large Tracts shall be used only as private residential Dwellings, for Home Business, and for Farm Use and for no other purpose. No business or commercial buildings may be erected on any Homesite Lot or Farm Tract, and no business may be conducted on any part thereof, except as specifically reserved herein. No Dwelling may be rented or leased for use for an initial term of less than three (3) months.

10.2.2 Lot Restrictions. One (1) Lot, as shown on the Plats, shall be the minimum land area upon which a Dwelling may be constructed. Tract 5 (Phase One) may be subdivided into not more than five (5) Farm Tracts.

10.2.3 Dwellings. No mobile, prefabricated home nor modular home shall be placed on any Lot; except any such model or design which meets guidelines as may be adopted

by the Board. The Board shall determine whether or not an Improvement is a mobile, prefabricated, or modular home.

10.2.4 Floor Area. Each Dwelling shall have minimum square footage of heated floor space as follows:

- (1) Sixteen hundred (1,600) for Lots located within Tract 5 (Phase One) and Lots 8A and 8B; and
- (2) Two thousand (2,000) for all other Lots in Eagles Ridge.

The design of all floor areas is subject to Board approval. The calculation of square footage shall not include garages, covered walks, open and/or screen patios and pool areas. Square footage measurements shall be taken from inside exterior walls of Dwellings.

10.2.5 Clearing and Removal of Trees. In reviewing building and driveway plans, the Board shall take into account the natural vegetation, such as trees and shrubs, in the Setback Areas, and shall encourage the Owner to incorporate them in his, her, or its landscaping and driveway plan. No Setback Areas may be cleared for any reason without the prior written approval of the Board. No trees of eight (8) or more inches in diameter at two (2) feet above the natural grade within the Setback Areas shall be cut or removed without the prior written approval of the Board.

10.2.6 Landscaping. All landscape plans for all Setback Areas shall be subject to Board approval.

10.2.7 Accessory Buildings. No Farm Structures or Accessory Buildings of any kind will be permitted within the Setback Area on any Lot. Accessory Buildings are allowed as follows:

- (1) Homesite Lot. A Homesite Lot may have one which may not exceed one thousand (1,000) square feet;
- (2) Farm Tract. A Farm Tract may have two with a total square footage of no more than three thousand (3,000) square feet; and
- (3) Large Tract. A Large Tract may have Accessory Buildings as needed for allowed Farm use as may be approved by the Board.

All materials used in the exterior construction of Accessory Buildings shall be new. All buildings shall be painted and kept in a good state of repair. The Board may grant a variance not exceeding an additional five hundred (500) square feet.

10.2.8 Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, shacks, sheds and garages, or other temporary buildings shall be erected, kept or on any Lot for any use whatsoever, except when approved, in advance, by the Board.

10.2.9 Setback Areas. No Dwelling nor building of any kind shall be built or placed within one hundred (100) feet of a Street right-of-way, nor within seventy-five (75) feet of a Lot line. Variances to the Setback requirements shall be permitted only when shown on a Plat or agreed to in writing by the Board and only when the Board finds the visual privacy of adjacent house sites is not materially impaired. Any affected adjacent Owners shall be notified of any variance proposal and any variance must be approved by two-thirds of the members of the Board. Any variance shall be evidenced by a certificate of variance or compliance executed by the Association in recordable form. Except in Tract 5 (Phase One), if a homesite is designated on any Lot by a Plat or the Board, the Dwelling shall be located within that area unless a variance is granted by the Board.

10.2.10 Antenna. No commercial antennas or transmission devices may be erected or maintained anywhere on the Property, unless approved by Declarant or the Association. No radio, television, or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device or a tower may be erected or maintained unless in a manner approved by the Board.

10.2.11 Occupants. The number of adult residents of each Dwelling shall be limited to four plus any child or children (of whatever age) of an adult resident. The residency limitation shall not be construed to prohibit the temporary occupancy of a Dwelling by non-residents as guests for a period not exceeding thirty (30) consecutive days.

10.2.12 Animals. A limited number of dogs, cats, and other domesticated household pets may be kept and maintained only if the pets are: (1) kept within the boundaries of the Lot and are not allowed to run free and upon other Lots and Streets; (2) kept under supervision and control so as not to cause or create any disturbance or nuisance to persons within the subdivision; and (3) except on a Large Tract, not kept for business or commercial purposes other than occasional breeding and sale of offspring.

10.3 Additional Protective Covenants. Declarant may include, in any contract, plat, or deed for any Lot additional protective covenants and restrictions not inconsistent with those contained herein.

10.4 Rules and Regulations. No person shall use the Common Property, or the Association Property, or any Lot, or any other Property, in any manner contrary to, or not in accordance with, such rules and regulations and Traffic Regulations as may be promulgated by the Association.

10.5 Wetlands Protection. Some portions of the property have been surveyed and identified as wetlands. Each Owner shall be entitled to place a driveway across wetlands as necessary for reasonable access to Dwellings. Otherwise, no Owner shall destroy any wetland areas without obtaining approval of Declarant or after Declarant no longer owns any of the property, approval of the Board.

ARTICLE 11 – INDEMNIFICATION OF OFFICERS,  
DIRECTORS AND MEMBERS OF THE ASSOCIATION



Every officer and director of the Association shall be indemnified by the Association against all expenses and member of the Board and liability, including attorneys' fees, incurred by or imposed upon him or her in connection with any proceeding to which he may be a party or in which he may become involved by reason of being or having been an officer, director, or member of the Association, whether or not he is an officer, director, or member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member of the Association may be entitled.

#### ARTICLE 12 – GENERAL PROVISIONS

12.1 Assignment. Any or all of the rights, powers and obligations, easements and estates reserved by or granted to Declarant or the Association may be assigned by Declarant or the Association. Declarant may assign only to the Association or a subsequent Owner who acquires substantially all of Declarant's remaining Property shown on the Master Plan for the purpose of developing the Property. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to Declarant and/or the Association. After such assignment, Declarant and/or the Association, shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

12.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the public records of the County, subject however, to the following provisions:

12.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Declarant must obtain the approval of at least eighty percent (80%) of the votes of Members other than Declarant; provided, however, that until such time Declarant relinquishes control of the Association, all amendments must include the express written joinder and consent of Declarant.

12.2.2 This Declaration may be amended upon the initiation of Declarant, at any time, upon approval of at least fifty-one percent (51%) of the votes of the Members other than Declarant. Provided, however, that the Declaration may be amended by Declarant, at any time, for the purpose of subjecting additional real property to the provisions hereof, for the purpose of designating the basis of voting, membership, and assessment for such additional real property, for the purposes of granting easements over the Common Property, and for the purpose of

complying with the requirements of government authorities and lenders (including FNMA), and for the purpose of making amendments which enhance Eagles Ridge and do not materially impair the rights of any Owner without the joinder or consent of Owners, the Association, Institutional Mortgagees, or any other party. Whenever additional property is added, the basis for assessment shall be equitably consistent with that set forth herein.

12.2.3 No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Lot, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Lots, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

12.2.4 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

12.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for an initial term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument by at least seventy-five percent (75%) of the votes of the Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

12.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Declarant, the Association, and the Owners.

12.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violation or attempting to violate same and/or against the Property subject thereto to enforce any lien created by this Declaration. In the event that Declarant and the Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of Declarant, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the Owner in violation, provided that such proceeding results in a finding that such Owner was in violation of the Declaration.

12.6 Declarant's Rights. Any other provision in this Declaration to the contrary notwithstanding, Declarant is irrevocably empowered to sell or lease Lots owned by Declarant, for so long as it owns any property in Eagles Ridge.

12.7 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed:

To Declarant at:                   The last known address of Declarant as appears on the records of the North Carolina Secretary of State at the time of such delivery of mailing;

or to the Owner at:               The last known address of Owner as appears on the records of the Association at the time of such delivery of mailing; and

or to the Association at:       Eagles Ridge Property Owners Association, Inc.  
Post Office Box 1002  
Pittsboro, North Carolina 27312.

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Declaration.

12.8 Provisions on Plats. In addition to this Declaration, and any subsequent declarations and amendments, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the Plats of portions of the Property, which are recorded or to be recorded in the public records of the County.

12.9 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

12.10 Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

12.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County.

12.12 Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision contained herein, which provisions shall remain in full force and effect.

[Certification Page Follows]  
[Remainder of Page Intentionally Blank]

CERTIFICATION

By authority of its Board of Directors, the hereby certifies that the foregoing instrument has been duly approved by at least eighty percent (80%) of the votes of Members other than Declarant and is, therefore, a valid amendment and restatement of the Declaration of Covenants and Restrictions for Eagles Ridge recorded in Book 686, Page 335, of the Chatham County Registry and all amendments thereto.

EAGLES RIDGE PROPERTY OWNERS ASSOCIATION, INC.

By: William Jeffrey  
Name:  
Title: Eagles Ridge Property owner President

STATE OF NORTH CAROLINA  
COUNTY OF Chatham

I, Heather Johnson, a Notary Public of the County and State aforesaid, certify that William Jeffrey, personally appeared before me this day and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 1 day of June, 2023.



Heather Johnson  
Notary Public

Heather Johnson  
Printed Name

My Commission Expires:

May 12 2028

**EXHIBIT A**  
**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR EAGLES RIDGE**

Description of Property

All that property located in Center and Oakland Townships, Chatham County, North Carolina, and described as:

All of Eagles Ridge, Phase One, containing 95.19 acres, as shown on the plat "Eagles Ridge, LLC" dated February 6, 1996, recorded in Plat Slide 96-94; Eagles Ridge, Phase Two-A as shown on the plat "Eagles Ridge, LLC, Phase 2A" dated May 28, 1996, recorded in Plat Slide 96-189; Eagles Ridge as revised by the plat "Survey for Revision of Lots 2 and 3 of Eagles Ridge, LLC, Phase 2A," dated April 17, 1997, revised April 22, 1997 and recorded in Plat Slide 97-147; Phase Two-B as shown on the plat "Eagles Ridge, LLC Phase 2B" dated June 16, 1997, revised June 17, 1997 and recorded in Plat Slide 97-298, revised as shown on the plat "Eagles Ridge, LLC, Lot 13, Phase 2C and Revision of Lot 7 of Phase 2B" dated August 27, 1997 and recorded in Plat Slide 97-442; Phase Two-C as shown on the plat "Eagles Ridge, LLC, Lot 13, Phase 2C and Revision of Lot 7 of Phase 2B" dated August 27, 1997 and recorded in Plat Slide 97-442; Phase Two-C as shown on the plat "Eagles Ridge, LLC Phase 2C Lot 12" dated November 10, 1997 and recorded in Plat Slide 97-462; Phase Three-A as shown on the plat "Eagles Ridge, LLC, Phase 3A" dated May 21, 1996, recorded in Plat Slide 96-190; Phase Three-B as shown on the plat "Eagles Ridge, LLC, Phase 3B" dated October 1, 1997 and recorded in Plat Slide 97-416, Phase Four as shown on the plat "Survey for BB Eagle, LLC, Phase Four of Eagles Ridge" dated June 26, 2001 and revised July 17, 2001 and July 27, 2001, and recorded in Plat Slide 2001-370; Phase Five as shown on the plat "Survey for Phase Five of Eagles Ridge, Lot 20 and Lot 21" dated August 28, 2002 and recorded in Plat Slide 2002-375; Phase Six as shown on the plat "Survey for Phase Six of Eagles Ridge, Lots 22, 23, and 24" dated October 30, 2002 and revised November 27, 2002, recorded in Plat Slide 2005-9; and all of Tract 1 as shown on the plat entitled "Eagles Ridge, LLC" dated February 6, 1996, recorded in Plat Slide 96-94 which lies outside Eagles Ridge; SAVE AND EXCEPT those portions of Tract 1A and Tract 1B, as shown on the plat "BB Eagle, LLC" dated October 30, 1997 and recorded in Plat Slide 97-418, which are not included within Eagles Ridge Phase Four as shown on Plat Slide 2001-370 and which portions of Tract 1A and Tract 1B are not included in the Property.

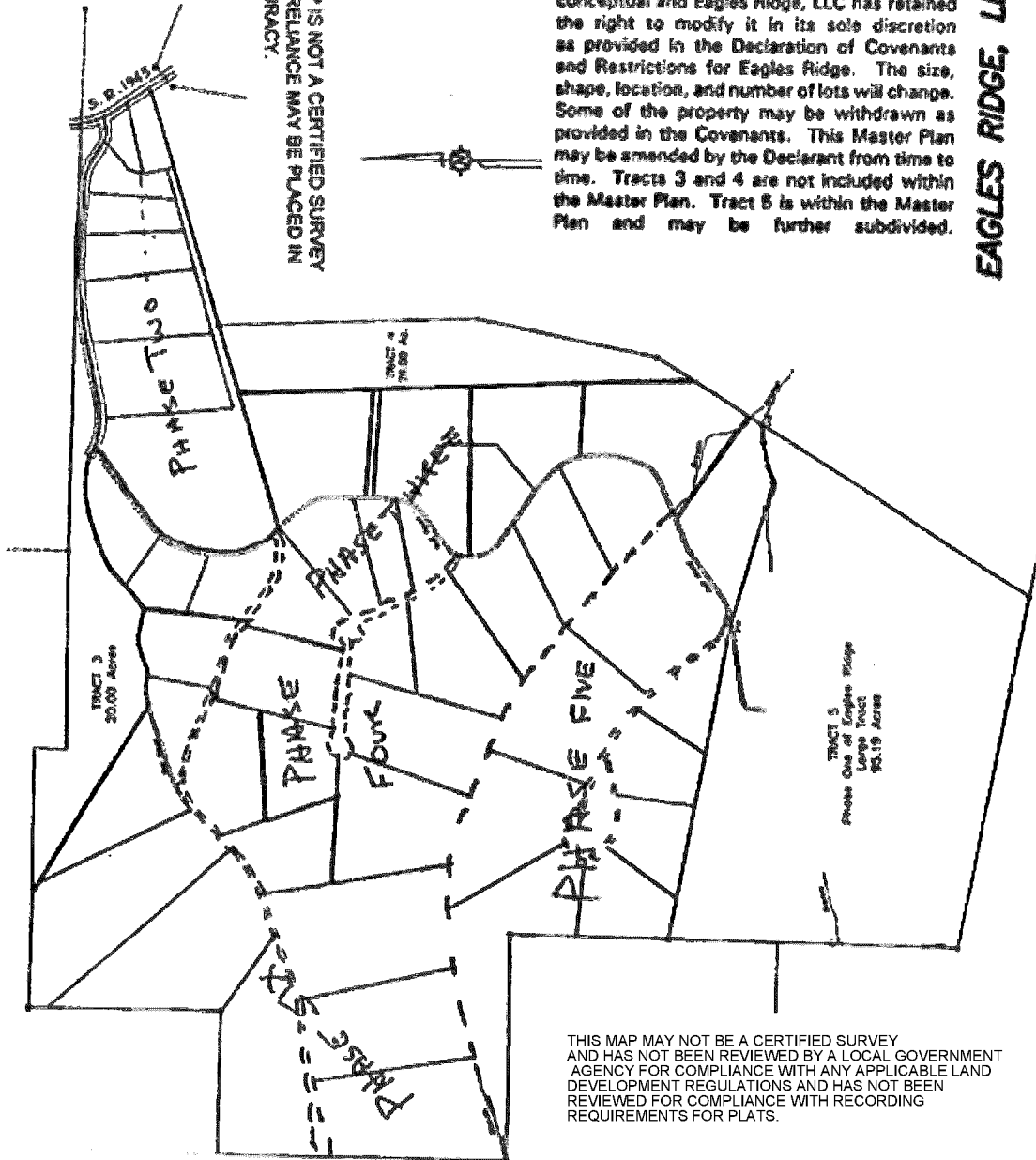
**EXHIBIT B**  
**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR EAGLES RIDGE**

Master Plan

THIS MAP IS NOT A CERTIFIED SURVEY  
AND NO RELIANCE MAY BE PLACED IN  
ITS ACCURACY.

This Master Plan for Eagles Ridge is only conceptual and Eagles Ridge, LLC has retained the right to modify it in its sole discretion as provided in the Declaration of Covenants and Restrictions for Eagles Ridge. The size, shape, location, and number of lots will change. Some of the property may be withdrawn as provided in the Covenants. This Master Plan may be amended by the Declarant from time to time. Tracts 3 and 4 are not included within the Master Plan. Tract 5 is within the Master Plan and may be further subdivided.

**EAGLES RIDGE, LLC**



THIS MAP MAY NOT BE A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT  
AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND  
DEVELOPMENT REGULATIONS AND HAS NOT BEEN  
REVIEWED FOR COMPLIANCE WITH RECORDING  
REQUIREMENTS FOR PLATS.