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AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CASTLERIDGE SUBDIVISION

*Prepared by and return to: Charles E. Melvin, Jr., Smith Moore Leatherwood LLP  
PO Box 21927, Greensboro, NC 27420 (JW)*

## TABLE OF CONTENTS

	Page
ARTICLE I      DEFINITIONS.....	2
Section 1.    “Association” .....	2
Section 2.    “Common Elements” .....	2
Section 3.    “Declarant” .....	2
Section 4.    “Development” .....	3
Section 5.    “Lot” .....	3
Section 6.    “Map” .....	3
Section 7.    “Member” .....	3
Section 8.    “Owner” .....	3
Section 9.    “Property” or “Properties” .....	3
ARTICLE II      PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION AND WITHIN THE JURISDICTION OF CASTLERIDGE OF HIGH POINT SUBDIVISION, OWNERS’ ASSOCIATION, INC .....	3
Section 1.    Existing Property .....	3
Section 2.    Additional Properties .....	3
ARTICLE III      MEMBERSHIP, VOTING RIGHTS AND CONTROL OF THE ASSOCIATION .....	4
Section 1.    Membership .....	4
Section 2.    Availability of Documents .....	4
Section 3.    Maintenance .....	4
Section 4.    Reserve Fund .....	5
Section 5.    Voting Rights and Classes of Lots .....	5
Section 6.    Amendment .....	6
Section 7.    Board of Directors .....	6
ARTICLE IV      COVENANT FOR MAINTENANCE ASSESSMENTS.....	6
Section 1.    Creation of the Lien and Personal Obligation for Assessments .....	6
Section 2.    Purpose of Annual Assessments .....	6
Section 3.    Maximum Annual Assessment .....	7
Section 4.    Special Assessments for Capital Improvements .....	8
Section 5.    Assessment Rate .....	8
Section 6.    Notice and Quorum for Any Action Authorized Under Sections 3 and 4 .....	8
Section 7.    Date of Commencement of Annual Assessments: Due Dates .....	8
Section 8.    Damage Assessment .....	9
Section 9.    Working Capital Assessment .....	9

# **TABLE OF CONTENTS** (continued)

	<b>Page</b>
Section 10. Effect of Nonpayment of Assessments: Remedies of the Association.....	9
Section 11. Subordination of the Lien to Mortgages .....	9
ARTICLE V ARCHITECTURAL CONTROL .....	10
Section 1. Architectural Committee.....	10
Section 2. Definitions.....	10
Section 3. General Guidelines.....	10
Section 4. Approval of Plans, Specifications, and Construction .....	11
ARTICLE VI USE RESTRICTIONS.....	12
Section 1. Subdivision of Lots .....	12
Section 2. Right of First Refusal Respecting Unimproved Lots.....	13
Section 3. Transfer to Declarant .....	13
Section 4. Reserved Easements.....	13
Section 5. Residential Use of Property .....	14
Section 6. Minimum Building Size Requirements .....	14
Section 7. Ceilings .....	14
Section 8. Exterior Materials and Supplies.....	14
Section 9. Roofs .....	14
Section 10. Porches and Decks .....	14
Section 11. HVAC Equipment.....	15
Section 12. Delivery Receptacles and Property Identification .....	15
Section 13. Driveways .....	15
Section 14. Swimming Pools .....	15
Section 15. General Construction and Landscaping .....	15
Section 16. Completion of Construction.....	16
Section 17. Outbuildings and Similar Structure .....	16
Section 18. Nuisances and Unsightly Materials .....	16
Section 19. Maintenance of Lots .....	16
Section 20. Signboards.....	17
Section 21. Antennas, Satellite Dishes or Discs .....	17
Section 22. Fences .....	17
Section 23. Metal Garages, Carports, Buildings, Accessory Structures and Dog Houses.....	17
Section 24. Playground Equipment.....	17
Section 25. Declarant Not Subject to This Article.....	18

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
ARTICLE VII    USE GUIDELINES .....	18
Section 1.    Obstructions To View At Intersections.....	18
Section 2.    Livestock and Pets .....	18
Section 3.    Aesthetics, Natural Growth, Screening.....	18
Section 4.    Mobile and Modular Homes, Trailers, Accessory Buildings .....	18
Section 5.    Parking or Storage of Vehicles .....	19
Section 6.    Garbage and Refuse Disposal .....	19
Section 7.    Excavation and Change of Elevations .....	19
Section 8.    Firearm and Weapon Discharge.....	19
Section 9.    Maintenance .....	19
ARTICLE VIII    EXTERIOR MAINTENANCE .....	20
Section 1.    Maintenance of Common Elements and Lots.....	20
Section 2.    Maintenance Lien.....	20
Section 3.    Negligent Acts .....	20
ARTICLE IX     SPECIFIC DUTIES OF ASSOCIATION .....	21
Section 1.    Specific Duties of Association.....	21
ARTICLE X     EASEMENTS .....	22
ARTICLE XI    PROPERTY RIGHTS.....	22
Section 1.    Ownership of Common Elements.....	22
Section 2.    Owners' Rights to Use and Enjoy Common Elements.....	22
Section 3.    Owner's Easements for Ingress and Egress .....	23
Section 4.    Delegation of Use .....	23
Section 5.    Rules and Regulations.....	23
ARTICLE XII    GENERAL PROVISIONS .....	23
Section 1.    Enforcement.....	23
Section 2.    Severability .....	23
Section 3.    Amendment.....	23
Section 4.    FHA/VA Approval.....	24
Section 5.    Waiver of Unintentional Violations.....	24
Section 6.    Default by Association.....	24
Section 7.    Planned Community Act.....	24

**AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CASTLERIDGE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION is made effective as of April 19, 2013, by **VENN CASTLERIDGE PARTNERS, LLC**, a North Carolina limited liability company, having an office in Forsyth County, North Carolina, hereinafter referred to as "Declarant," and **CASTLERIDGE OF HIGH POINT SUBDIVISION OWNERS' ASSOCIATION, INC.**, a North Carolina nonprofit corporation, sometimes hereinafter referred to as the "Association."

Recitals:

KRMD, LLC (formerly KRD, LLC), a North Carolina limited liability company, heretofore recorded a Declaration of Covenants, Conditions and Restrictions for Castleridge Subdivision dated the 4<sup>th</sup> day of February, 2008, which has been recorded in the Davidson County Register of Deeds in Book 1852 at Page 521, which has been amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Castleridge Subdivision recorded in Book 2012, Page 1283, Davidson County Registry and by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Castleridge Subdivision recorded in Book 2025, Page 923, Davidson County Registry, as amended (the "Declaration"). Declarant has acquired all of the property described below and has been assigned all Declarant Rights by instrument recorded in the Davidson County Register of Deeds in Book 2080 at Page 1287 and has determined that, in order to carry out and effectuate the development of the Properties (as hereinafter defined) as intended by Declarant, certain modifications need to be made to the Declaration. Declarant wishes to accomplish these modifications by this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Castleridge Subdivision ("Amended and Restated Declaration"). With the exception of previously conveyed Tract "A," Lot 7 and Lot 22 as shown on the Plat ("Map") entitled "Castleridge" recorded in Plat Book 52, Page 51, in the Davidson County Registry, Declarant has acquired all of the property to which the Declaration has been subjected and wishes to subject to the Amended and Restated Declaration the following:

**ALL of the land shown on the plat entitled "Castleridge" recorded in Plat Book 52 at Page 51, in the Office of the Register of Deeds of Davidson County, North Carolina.**

*Prepared by and return to: Charles E. Melvin, Jr., Smith Moore LLP  
PO Box 21927, Greensboro, NC 27420 (JW)*

Declarant owns at least fifty percent (50%) of the Lots in Castleridge and pursuant to Section 3, Article III of the Declaration wishes to modify the Declaration as set forth below. The Association has joined in the execution hereof to express its consent to the modifications made herein.

In furtherance of the intent of the Declarant to develop Castleridge Subdivision as a residential community consisting of single family homes, it wishes hereby to cause the above-described property to be subjected to this Amended and Restated Declaration of Covenants, Conditions and Restrictions which hereinafter is referred to as the "Amended and Restated Declaration."

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. It is the intent of Declarant that the provisions of this Amended and Restated Declaration in all respects conform to and comply with the requirements set forth in the North Carolina Planned Community Act. To the extent any provision contained herein does not conform or comply with the North Carolina Planned Community Act, the provisions of the Act shall control.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. "Association" shall mean and refer to CASTLERIDGE OF HIGH POINT SUBDIVISION OWNERS' ASSOCIATION, INC., a North Carolina nonprofit corporation, its successors and assigns.

Section 2. "Common Elements" shall mean any real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Elements to be owned by the Association at the time of the conveyance of the first Lot shall be any of the area labeled as "Common Elements" on the Map and on any maps of any additions to the Property. Common Elements will include any sign easement and sign area on Lot 1 which Declarant has the right, but not the obligation to provide; the fence area located within the fifteen (15) foot E.U.E., Fence and Landscape Easement running along Lots 10, 11, 12, 13, 14 and 15 located on West Lexington Avenue as shown on the Map; any landscaping areas within the roundabouts on the streets, any common walks not located within a public right of way, any landscaping located within the Common Elements, street lighting, and any street or road prior to its acceptance for public use by any governmental body.

Section 3. "Declarant" shall mean and refer to VENN CASTLERIDGE PARTNERS, LLC, a North Carolina limited liability company, its successors and assigns, and also shall mean and refer to any person, firm or corporation which shall also be designated as a "Declarant" by

VENN CASTLERIDGE PARTNERS, LLC, hereafter by written assignment recorded in the Davidson County Registry.

Section 4. “Development” shall mean and refer to CASTLERIDGE SUBDIVISION, a single-family residential development proposed to be developed on the Properties by the Declarant.

Section 5. “Lot” shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Map with the exception of the Common Elements and public roads and streets.

Section 6. “Map” shall mean and refer to the map of the Property as recorded in Plat Book 52 at Page 51 in the Office of the Register of Deeds of Davidson County, North Carolina, and the maps of any additions to the Property which may be recorded by Declarant in the Office of the Register of Deeds of Davidson County, North Carolina, hereafter.

Section 7. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 8. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if it owns any Lots, and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. “Property” or “Properties” shall mean and refer to the “Existing Property” as described in Article II, Section I, and additional real estate dedicated in additional Phases as described in Section 1 and Section 2 in Article II hereof, and such other property as may hereafter be made subject to this Amended and Restated Declaration and brought within the jurisdiction of the Association.

## ARTICLE II

### **PROPERTY SUBJECT TO THIS AMENDED AND RESTATED DECLARATION AND WITHIN THE JURISDICTION OF CASTLERIDGE OF HIGH POINT SUBDIVISION, OWNERS’ ASSOCIATION, INC.**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration, and within the jurisdiction of the Association, is located in Davidson County, North Carolina, and is that certain property shown on the Map recorded in Plat Book 52 at Page 51 in the Office of the Register of Deeds of Davidson County, North Carolina (the “Existing Property”).

Section 2. Additional Properties.

(a) Additional property (the “Additional Property”) located adjacent to and/or near the Existing Property or any additions to the Existing Property, may be brought within the scheme of this Amended and Restated Declaration in one or more additional

Phases and within the jurisdiction of the Association in future stages of development, without the consent of the Association or its members, provided that such annexations occur within fifteen (15) years after the date of the filing of this instrument. Declarant shall not be obligated to subject any Additional Property to this Amended and Restated Declaration.

(b) The additions authorized under subsection (a) above shall be made by filing Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the Additional Properties in the Office of the Register of Deeds of Davidson County, North Carolina, which shall extend the scheme of this Amended and Restated Declaration and the jurisdiction of the Association to such Properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein, including, but not limited to, assessments as herein determined. At the time of the filing of each such Supplementary Declaration, there shall be recorded in the Office of the Register of Deeds of Davidson County, North Carolina, a Map or Maps which show the boundary line of each Lot annexed pursuant to such Supplementary Declaration and which delineates any Common Elements annexed pursuant to such Supplementary Declaration.

(c) The obligation for Owners of Lots in any portion of the Additional Properties to pay the assessments described in Article IV hereof shall commence as to such Lots on the date established in Article IV, Section 7. The Owners of such Lots shall have the same voting rights as the Owners of Lots in the Existing Property, and such voting rights shall commence as of the date of the filing of a Supplementary Declaration as described in Section 2(b) of this Article II.

### **ARTICLE III**

#### **MEMBERSHIP, VOTING RIGHTS AND CONTROL OF THE ASSOCIATION**

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Availability of Documents. The Association shall maintain current copies of the Amended and Restated Declaration, the Bylaws and other rules concerning the Development as well as its own books, records and financial statements available for inspection by all Owners, mortgagees and insurers and guarantors of mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 3. Maintenance. Certain features that are owned by the Association and that are deemed common amenities, being of benefit to all Lots, shall be maintained exclusively by the Association. Said common amenities, if any, shall include, without limitation, any sign easement and sign area on Lot 1 which Declarant has the right, but not the obligation to provide;

the fence located within the fifteen (15) foot E.U.E., Fence and Landscape Easement running along Lots 10, 11, 12, 13, 14 and 15 located on West Lexington Avenue as shown on the Map; any landscaping areas within the roundabouts on the streets, any common walks not located within a public right of way, any landscaping located within the Common Elements, street lighting, and any street or road prior to its acceptance for public use by any governmental body. The Common Elements within the Development may be kept in its natural state or periodically manicured and maintained as determined by the board of directors of the Association. The Association shall not be responsible for the maintenance of any Lots or the improvements within the boundaries thereof. The Owner of a Lot shall be responsible for maintaining it. The Declarant shall install the initial landscaping and plantings located within the fifteen (15) foot E.U.E., Fence and Landscape Easement running along Lots 10, 11, 12, 13, 14 and 15 located on West Lexington Avenue as shown on the Map but each respective Lot Owner shall be responsible for the maintenance of said landscaping and plantings thereafter. No modification or removal of plants will be allowed without the approval of the Association. Any plants that die shall be replaced with like plants by the Owner. The Owner of a Lot may install an irrigation system and shall be solely responsible for its maintenance.

If the Owner of a Lot does not properly maintain the Owner's Lot, the Declarant or Association may demand that the Owner promptly comply by mailing a notice thereof to the Owner at Owner's address and by posting such notice on the Lot. If the Owner has not complied therewith within five (5) days thereafter, the Declarant or Association may enter and correct the same at Owner's expense. Each Owner, by acquiring a Lot subject to these restrictions, agrees to pay such cost promptly upon demand by Declarant. No such entry as provided herein shall be deemed a trespass.

Section 4. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of any common amenities which the Association is obligated to maintain. Such reserve fund shall be maintained out of the annual assessments or special assessments described in Article IV hereof.

Section 5. Voting Rights and Classes of Lots. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights:

(a) Class S Lots. Class S Lots shall be all single family Lots as shown on the Map, other than Class D Lots. Each Class S Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Class S Lot.

(b) Class D Lots. Class D Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant. The Declarant shall be entitled to four (4) votes for each Class D Lot owned by it. The Class D Lots shall be converted to Class S Lots on the happening of either of the following events, whichever occurs earlier: (i) when the total votes outstanding in the

Class S Lots equals the total votes outstanding in the Class D Lots, or (ii) on December 31, 2015.

(c) Amendment. Notwithstanding the provisions of Section 5 above, so long as the Declarant owns at least 50% of all Lots, the Declarant may amend the Bylaws without a vote from the membership, in Declarant's sole discretion.

Section 6. Board of Directors. The Association shall be governed by a Board of Directors in accordance with the Bylaws.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, damage assessments, and special assessments for capital improvements, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, reasonable attorneys' fees and any other administrative costs or fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used as follows:

- (a) to maintain any common walks not located within a public right of way;
- (b) to maintain any landscaping within the boundaries of any Common Elements;
- (c) to keep any Common Elements clean and free from debris and to maintain same in a clean and orderly condition;
- (d) to pay all ad valorem taxes levied against any Common Elements and any other property owned by the Association;
- (e) to maintain any entrance sign, landscaping and lighting fixtures at the entrance to the Property within any sign easement area shown on any Map which Declarant has the right, but not the obligation to provide;
- (f) to restore any Common Elements improvements in the event of destruction or damage;

(g) to pay the premiums on all hazard and liability insurance carried by the Association;

(h) to pay all legal, accounting, and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;

(i) to pay all costs and assessments for public and private improvements made to or for the benefit of any Common Elements;

(j) to pay all costs associated with the maintenance of all property owned or maintained by the Association;

(k) to maintain a contingency reserve in order to fund unanticipated expenses of the Association;

(l) to pay any other reasonable costs or expenses designated by the Board from time to time;

(m) to maintain and repair any street or road prior to its acceptance for maintenance for public use by any governmental body;

(n) to maintain the landscaping areas within the roundabouts located within the streets;

(o) to maintain, repair, and re-construct the fence located within the fifteen (15) foot E.U.E., Fence and Landscape Easement running along Lots 10, 11, 12, 13, 14 and 15 located on West Lexington Avenue as shown on the Map;

(p) to maintain and irrigate any landscaping area located at the entrance to the Subdivision; to maintain any water meter and tap located at the entrance to the Subdivision; and to pay any and all fees, costs, and utility bills incurred from Davidson Water, Inc., and/or its successors and assigns for the water provided for irrigation at the entrance to the Subdivision.

Section 3. Maximum Annual Assessment. Until January 1 of the calendar year following the conveyance of the first Lot by the Declarant to another Owner, the maximum annual assessment for each Class S Lot shall be \$120.00.

(a) The maximum annual assessments established above may be increased, effective January 1 of each calendar year following the conveyance of the first Lot by the Declarant to another Owner, without a vote of the membership, by an amount not to exceed 15% of the maximum annual assessment of the previous year. If the annual assessment is not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the assessment may be increased by that amount in a future year by action of the Board of Directors without a vote of the

membership, in addition to the maximum increase permitted under the terms of the preceding sentence.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, said maximum annual assessments may be increased without limitation by a vote of the members entitled to cast at least 2/3 of the votes of the Association, who are voting, in person or by proxy, at a meeting duly called for this purpose; provided, however, during any period of Declarant control, Declarant must also consent to such action.

(c) The Association may fix the annual assessments at amounts not in excess of the maximum. If the Association shall levy less than the Maximum Regular Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser Assessment, the Board may, by majority vote, levy a Supplemental Assessment. In no event shall the sum of the initial and Supplemental Assessments for that year exceed the applicable Maximum Regular Annual Assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any Common Elements, including improvements, fixtures, and personal property related thereto, provided that any such assessment requires the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots except for any special assessments required by Article X. The Board shall establish a total budget, which shall also include the costs of maintaining any Common Elements.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast ten percent (10%) of all the votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. The requirement for a quorum shall continue to be reduced from that required at the previous meeting as previously reduced, until such time as a quorum is present. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to the Lots in a Phase on the first day of the first month after the recording of an amendment to the Amended and Restated Declaration incorporating the Lots in that Phase. Until such time as a Lot upon which a house is constructed

is conveyed to the first Owner, there shall be no annual assessment due. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. In no event shall a mortgagee of a Lot be required to collect any unpaid assessments owed by the Owner of such Lot.

Section 8. Damage Assessment. In the event the Association finds that an Owner has damaged any of the Common Elements, the Association may levy an assessment on such Owner's Lot for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Elements, including any sidewalks and street lighting fixtures serving the Development, and the amount of said assessment shall be a lien with respect to said Lot, enforceable as provided in Section 10 herein.

Section 9. Working Capital Assessment. In addition to the assessments authorized above, at the time of the first conveyance of a Lot upon which a residence has been constructed, the first occupant thereof shall pay to the Association an amount equal to two-twelfths (2/12 ths) of the then current annual assessment established by the Association. Such funds shall be used by the Association to establish a Working Capital Fund, the purpose of which is to insure that the Association will have sufficient monies available to meet its operational needs. No such payments made into the Working Capital fund shall be considered advance or current payment of regular assessments. All monies paid into the Working Capital Fund shall be held and administered by the Association in accordance with the terms of the Amended and Restated Declaration and the Bylaws.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) eighteen percent (18%) per annum, or (ii) the then current maximum rate of interest allowed by the law of the State of North Carolina. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Association to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot, and interest, late payment charges, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Elements or abandoning the Lot. Failure to pay an assessment when due on a particular Lot shall not constitute an event of default under any mortgage or deed of trust encumbering such Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or

any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Association may, in its sole discretion, determine such unpaid assessments to be an annual or a special assessment, as applicable, collectable pro rata from all Owners, including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners notwithstanding the fact that such pro rata portions may cause the annual assessment to be in excess of the maximum permitted under Section 3. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lieu thereof, but the lieu provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

Section 1. Architectural Committee. There shall be and hereby is established an Architectural Committee (hereinafter the "Committee") for the purpose of governing the construction, reconstruction, and/or modification of any structure or improvement on any Lot. For purposes of this Article V, Declarant shall function as the Committee so long as Declarant is a member of the Association and does not surrender its right of Architectural Control. After the termination of the Declarant's right to be the Committee, the Association shall appoint the members of the Committee to carry out the functions set forth in this Article. The Committee shall consist of no less than three (3) and no more than five (5) members. Each member of the Committee may be, but is not required to be, a member of the Association.

Section 2. Definitions. For purposes of this Article V, the following terms shall have the following meanings unless the context clearly requires a different meaning:

- (a) "accessory building" means every detached garage, carport, tool shed, storage or utility building, or other similar building constructed on a Lot or incidental thereto which is not a dwelling;
- (b) "buildings" means accessory buildings and dwellings;
- (c) "dwelling" means a building constructed for single family residential use but excluding detached servants' quarters and guest quarters; and
- (d) "improvements" or "structures" mean buildings, walls, fences, decks, patios, planters, statuary, terraces, swimming pools, tennis courts or anything else constructed or placed on a Lot.

Section 3. General Guidelines. The placement and construction of improvements on the Lots shall be subject to the following general requirements:

- (a) Since the establishment of standard inflexible building setback lines for the location of dwellings on Lots tends to force construction of dwellings both directly behind and directly to the side of other dwellings with detrimental effects on privacy, preservation of important trees, and other concerns, no specific setback lines are

established by these covenants except as shown on the Map, which comply with the regulations and guidelines of the applicable governmental authorities. In order to assure, however, that location of dwellings will be staggered where practical and appropriate, so that the maximum amount of view will be available to each dwelling, and that all structures will be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the location of large trees and fields and similar considerations, the Committee reserves the right to control absolutely and to decide solely the precise site and location of any structure, improvement, dwelling, building, and accessory building upon all Lots and every Lot within the Development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and in any event, all buildings shall be constructed beyond the minimum setback lines established on the Map.

(b) All storage areas and facilities must be built on a permanent foundation or slab. The exterior materials on these structures must be the same as provided in Article VI Section 8.

(c) Unless specifically otherwise approved in writing by the Committee, all structures constructed or placed on any Lot shall be built of substantially new materials and no used structures all be relocated or placed on any Lot.

(d) All structures approved by the Committee must be completed within one (1) year after the receipt of such approval; provided, however, the Committee may waive this requirement if construction delays have been caused by strikes, war, fire, acts of God or other events which render the completion of construction within such time impossible.

(e) All driveways, turning areas and parking areas shall be paved and must be completed prior to the occupancy of any dwelling on the Lot. If any driveway is to cross a drainage ditch, the Owner will be required to install, at his own expense, all necessary culverts and coverings prior to the commencement of any other construction on the Lot. The installation of culvert and any covering must be approved by the Committee and by any local, state or other governing agency or authority.

(f) All mailboxes shall be similar in size, design and material and the design and construction of all mailboxes must be approved by the Committee.

(g) The Committee shall have the right to approve decorative statues, birdbaths, fountains, ornaments, figurines, or any other decorative fixture in the front or side yard.

Section 4. Approval of Plans, Specifications, and Construction. In addition to the requirements imposed by all applicable governmental agencies governing the issuance of building permits and certificates of occupancy, no structure shall be erected on any Lot without the approval of the Committee as provided in this Section.

(a) Prior to commencing any construction or reconstruction on a Lot, the Owner thereof shall submit to the Committee one set of all building plans and specifications (the "Plans") covering such construction which have been prepared by a qualified registered architect or reviewed, approved and sealed by a registered architect (or prepared and/or reviewed by someone satisfactory to Declarant) for the specific use of the Owner submitting the same. The Plans shall contain the following: (i) foundation plans, (ii) elevation drawings of all exterior walls, (iii) roof plan, (iv) plot plan showing location and orientation of all structures proposed to be built on the Lot, (v) the square footage of the proposed structures on a floor-by-floor basis, (vi) a list and description of all proposed building materials, and (vii) the location of any driveway, and, where the driveway is to cross a drainage ditch adjacent to any roadway, the installation of the culvert and covering to be used under the proposed driveway.

(b) The Committee shall have the-absolute and exclusive right to refuse to approve the proposed Plans. In passing upon such Plans, the Committee may take into consideration the suitability and desirability of the proposed construction and the proposed materials for the Lot involved, the harmony of the external design with the natural features, the existing structures of the surrounding neighborhood, and the appearance of such proposed improvements as viewed from neighboring Lots. Refusal to approve the proposed Plans may be based by the Committee on any grounds, including purely aesthetic considerations. If the Committee approves the construction of such improvements, it shall issue a letter evidencing such approval. No alterations in the external appearance of any structure shall be made without approval by the Committee as provided herein, provided, however, that no approval by the Committee granted hereunder shall constitute or be construed as approval by Declarant or any other person of the structural stability or quality of any structure.

(c) Upon completion of approved construction, the Committee shall inspect the construction to ensure that the approved Plans were complied with by the Owner. If the construction is approved by the Committee and the Owner so requests, the Committee will issue to the Owner a letter of compliance. The letter of compliance shall be issued by the Committee without fee; provided, however, that in the event that the Committee's first inspection of the construction reveals deviations or deficiencies from the approved Plans, the Committee may charge a fee of \$50 for every subsequent inspection which is necessary to ensure compliance with the approved Plans. Any such fee must be paid before the issuance of the compliance letter.

(d) Notwithstanding the foregoing, the Declarant shall not be subject to the provisions set forth in this Article V, Section 4.

## **ARTICLE VI**

### **USE RESTRICTIONS**

Section 1. Subdivision of Lots. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the Map, except by and with the written consent of the

Declarant or the Association and provided same is also permitted under applicable governmental regulations and private restrictions affecting said Lot.

Section 2. Right of First Refusal Respecting Unimproved Lots. Before any unimproved Lot may be sold or resold to any person, firm or corporation by any Owner thereof, except Declarant or its successors, the Owner of such Lot first shall offer in writing to sell the Lot to Declarant, or its successors, at a price and on terms designated by said Owner. If Declarant, or its successors, does not accept or reject in writing said offer of sale within seven (7) days of its receipt of the same, then the Owner of such Lot shall have the right to sell the Lot to any third party; provided, however, the sale of said Lot to such third party shall be at a price and on the terms and conditions not less favorable to said Owner than the offer made to Declarant.

Section 3. Transfer to Declarant. In the event that Declarant exercises its right of first refusal pursuant to Section 2 of this Article, the closing of the conveyance of such Lot shall occur within sixty (60) days after receipt by the Owner of written notice from Declarant that it elects to exercise its right of first refusal with respect to such Lot. At the closing, Declarant shall make such payments in cash, by a promissory note, or otherwise to the Owner as described in the third-party offer. Owner shall deliver to Declarant a general warranty deed conveying the Lot free and clear of all exceptions except as may be set forth in the written offer and subject to this Amended and Restated Declaration. In the event the closing occurs after the death of an Owner, Declarant may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as the Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by the failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant's rights as a purchaser of said Lot.

Section 4. Reserved Easements. The Declarant reserves for itself, its successors and assigns, a permanent easement in and the right at any time in the future to grant a permanent right-of-way over, under and along an area uniformly ten (10) feet in width along the rear and five (5) feet in width along the side lines of each Lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electrical power, gas, water, sewer, telephone service and other utilities, as well as within those areas shown as easements on the Map. Within such areas, no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in such areas. The area of each Lot containing the easement and all improvements thereon shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. In the event that any Lot is subdivided pursuant to Section 1 hereof, an easement uniformly ten (10) feet in width shall exist both along the rear and five (5) feet in width along the side lines of the Lot both as shown on the Map and along the rear and side lines as exist upon the Lot as so subdivided; provided, however, that upon request by the Owner of the subdivided Lot, the Declarants may release the easement reserved along the rear or side line of the Lot if doing so would not interfere with the installation or maintenance of any utilities or the drainage within the Property. In the event two or more Lots are combined into one building Lot with the residence to be constructed over the common interior lot lines, the easements reserved along side lines shall be released

provided that the easements have not previously been used for the installation of utilities and their release shall not interfere with the drainage within the Property.

Section 5. Residential Use of Property. All Lots shall be used for single-family residential purposes only and no structure shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling, one private garage and any necessary structure customarily incidental to such residential use. The Declarant or an approved builder of homes in Castleridge shall have the right to use any Lot for the purpose of carrying on business related to the developed, improvement, and sale of property in Castleridge. To the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such is incidental to the primary residential use of the dwellings.

Section 6. Minimum Building Size Requirements. The minimum square feet requirements for each dwelling to be erected on a Lot shall be determined by the outside measurement of enclosed heated area exclusive of porches, basements, garages, stoops, terraces and breezeways, and shall be as follows:

- (a) a one-story dwelling shall contain a minimum of one thousand eight hundred fifty (1,850) heated square feet;
- (b) a one and one half story dwelling shall contain a minimum of two thousand two hundred fifty (2,250) heated square feet; and
- (c) a two story dwelling shall contain a minimum of two thousand two hundred fifty (2,250) heated square feet.

Notwithstanding the foregoing requirements, the Committee shall have the right, in its sole and absolute discretion, because of restrictive topography, Lot dimensions, unusual site-related conditions, or other reasons, to allow variances in such minimum square footage requirements by a specific written variance, granted by the Committee.

Section 7. Ceilings. Interior ceiling heights shall be a minimum of nine (9) feet on the first (street grade) floor, and eight (8) feet on all other floors.

Section 8. Exterior Materials and Supplies. The exterior of any dwelling shall be constructed of brick, stucco, stone, vinyl siding, wood siding and/or hardy-plank board.

Section 9. Roofs. Roofs and roof pitches shall be in proportion to the overall size and shape of the dwelling. Acceptable roofing materials are wood shingles, wood shakes, natural or man-made slate, tile, architectural or dimensional fiberglass shingles. All specific roof materials to be used must be approved in writing by the Committee prior to commencement of construction.

Section 10. Porches and Decks. Porches and decks shall be designed with substantial, well-proportioned railings, flooring and support posts meeting building code requirements. Space below decks shall be screened with shrubbery or other materials appropriate to the house design.

Section 11. HVAC Equipment. No air conditioning or heating apparatus shall be installed on the ground in front of, or attached to, any front wall of any dwelling on a Lot. No air conditioning window units are allowed.

Section 12. Delivery Receptacles and Property Identification. All mailboxes and newspaper boxes must be of a standard color, size, and design, and must be installed in a location approved by the Committee. Dwelling identification numbers may be displayed on mailboxes only as approved by the Committee. Property identification numbers must be visible on all dwellings and must be aesthetically appropriate for the design of each particular dwelling.

Section 13. Driveways. Construction of each dwelling must include a concrete driveway extending from the street curb line to the rear line of the sidewalk, and a concrete, brick or paving stone driveway extending from the sidewalk to the entrance of the garage. Asphalt driveways or parking pads are not permitted without the consent of the Declarant or Committee. All driveways must be of a uniform quality.

Section 14. Swimming Pools. No Swimming pool shall be constructed, erected or maintained upon any Lot without the prior written approval of the Committee. In no event shall an above-ground swimming pool be permitted.

Section 15. General Construction and Landscaping.

(a) All structures must be constructed in a high-quality, workmanlike manner, of new materials, and in compliance with all applicable building, fire, and zoning codes and regulations.

(b) During construction, the Lot and adjacent street must be kept reasonably free from dirt or mud, and all dirt, mud, trash, scrap materials, and other debris occasioned by the construction process must be moved from the Lot and adjacent street and area with reasonable promptness. During construction, gravel or a like material shall be placed in the proposed driveway or other location entering the Lot that is used by delivery and construction vehicles to decrease the likelihood of mud being transferred to streets. Where a concrete sidewalk is to be crossed by construction traffic, a sufficient amount of sand rock or other material shall be placed over the sidewalk to protect it from damage during the construction process. Builders and/or Owners shall be responsible for repairs to any damaged streets, curbing, sidewalks, Common Elements or other sites or structures occasioned by the construction process.

(c) All dwellings must be attractively landscaped with such landscaping completed within sixty (60) days after the completion of construction of the dwelling on the Lot. All landscaping must be completed in such a manner that there will be no erosion or sedimentation.

(d) All electrical, telephone, cable and other utility lines serving a Lot shall be underground unless the Declarant or the Association grants a specific permission for above-ground lines in writing.

Section 16. Completion of Construction. The Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any dwelling not completed within one (1) year from the date of commencement of construction.

Section 17. Outbuildings and Similar Structure. No trailer, camper or other structure of a temporary nature shall be erected or allowed to remain upon any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently upon any Lot; provided, however, that this Section shall not be construed to prevent the Declarant from permitting any party building a structure upon any Lot to erect or maintain temporary structures during construction. No wells shall be installed, used or maintained on any Lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which furnish domestic water from sources beyond the boundaries of the Lots.

Section 18. Nuisances and Unsightly Materials. No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

Section 19. Maintenance of Lots. Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. The Declarant shall install the initial landscaping and plantings located within the fifteen (15) foot E.U.E., Fence and Landscape Easement running along Lots 10, 11, 12, 13, 14 and 15 located on West Lexington Avenue as shown on the Map but each respective Lot Owner shall be responsible for the maintenance of said landscaping and plantings thereafter. No modification or removal of plants will be allowed without the approval of the Association. Any plants that die shall be replaced with like plants by the Owner. The Owner of a Lot may install an irrigation system and shall be solely responsible for its maintenance. No clothes-line may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding Lots, and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other debris for collection by governmental or other similar garbage and trash removal units. In the event that any Owner fails or refuses to comply with any of the foregoing, the Declarant or Association may demand that the Owner promptly comply with the same by mailing a notice thereof to the Owner at his address and by posting such notice on the Lot.

If the Owner has not complied therewith within five (5) days thereafter, the Declarant or Association may enter and correct the same at Owner's expense. Each Owner, by acquiring a Lot subject to these restrictions, agrees to pay such cost promptly upon demand by Declarant. No such entry as provided herein shall be deemed a trespass.

Section 20. Signboards. No signboard, billboard or advertising sign of any description shall be displayed upon or above any Lot, with the exception of:

(a) Signs displaying or marketing a Lot as a "Model Home" and listing applicable sales information regarding the construction and sale of homes on such Lot and other Lots, which signs shall not exceed four feet by eight feet in dimension, shall refer only to the Lot on which displayed, and shall be limited to one sign per Lot;

(b) Signs stating "For Rent" or "For Sale," which signs shall not exceed two feet by three feet in dimension, shall refer only to the Lot on which displayed, and shall be limited to one sign per Lot; and

(c) The name of the resident of any Lot and the street address, the design of which shall be furnished to Declarant and shall be subject to approval by Declarant.

Section 21. Antennas, Satellite Dishes or Discs. No satellite dishes or discs, radio or television aerial, antennas, towers or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected on a Lot or elsewhere upon any Lot or within the Property without the prior written approval of the Committee pursuant to Article V hereof and, so long as Declarant shall own a lot, without the prior written approval of Declarant, which approval Declarant may withhold in its sole and absolute discretion; provided, however, that satellite dishes which are eighteen (18) inches or less in size may be installed without such approval.

Section 22. Fences. Except as may be approved by the Committee, no fence or wall shall be erected on any Lot closer to the street than the front building corner except for temporary decorative fencing installed by a builder on a model home. Unless otherwise approved by the Committee, all fencing shall be similar in size, design and material as that fencing which is installed at the back of Lots 10 through 15 along West Lexington Avenue.

Section 23. Metal Garages, Carports, Buildings, Accessory Structures and Dog Houses. No metal carport, metal garage or metal storage building shall be erected on any Lot or attached to any residence located on the Lot. No building or accessory structure of any kind shall be placed on any Lot except that one (1) utility building or noncommercial greenhouse shall be allowed. Utility buildings must be built on a permanent foundation or slab. The exterior materials on these structures must be the same as provided in Article VI Section 8. No chain link or metal fabricated animal enclosures shall be placed on any Lot. One (1) dog house shall be allowed on each Lot and the design and construction of all dog houses must be approved by the Committee.

Section 24. Playground Equipment. All playground equipment including without limitation sandboxes, wading pools, trampolines, swings, gym sets, soccer goals, and volleyball nets shall only be placed or kept in the rear of residences and garages and shall not be placed or kept in front or side yards or in the street, sidewalk, or right of way; provided, however, that such equipment may be placed or located in the front or side yard with the express written consent of the Committee, at such location as approved by the Committee.

Section 25. Declarant Not Subject to This Article. Notwithstanding the foregoing, Declarant shall not be subject to the provisions of this Article VI.

## **ARTICLE VII**

### **USE GUIDELINES**

Section 1. Obstructions To View At Intersections. No part of any structure nor the branches of trees, shrubs and other vegetation shall be permitted to obstruct the view at street intersections. If located in the Common Elements, the prevention or removal of such obstructions shall be the responsibility of the Association. If located upon or extending from an Owner's Lot, the prevention or removal of such obstructions shall be the responsibility of the Owner.

Section 2. Livestock and Pets.

(a) No animals, livestock or poultry of any kind shall be bred, raised or kept on any Lot, except dogs, cats, or other small household pets may be kept provided that such is not for any commercial purposes. Such household pets must not constitute a nuisance or cause an unsanitary condition. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements. Pets shall be under leash at all times when walked or exercised on any part of the Common Elements. No pet shall be permitted to leave its excrement on any portion of the Common Elements, and the Owner or person having control of such pet shall immediately remove and properly dispose of any such excrement.

(b) Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether for purposes of this section a particular pet is a generally recognized house pet or such pet is a nuisance. The Association shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance.

Section 3. Aesthetics, Natural Growth, Screening. Trees which have a diameter in excess of six inches (6") measured two feet (2') above ground level and distinctive flora shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Committee. Builders shall include the proposed removal of such trees and flora in the specifications submitted for a proposed dwelling.

Lawn care equipment and similar implements shall be stored inside or screened to conceal them from view of neighboring Lots and streets when not in actual use. Garage receptacles are to be kept in rear yards or screened in side yards. Garage receptacles shall not be allowed to remain in front yards except for collection.

Section 4. Mobile and Modular Homes, Trailers, Accessory Buildings.

(a) No mobile home, manufactured home, modular home trailer, recreational vehicle, or other like structure or vehicle shall be located or installed on any Lot to be

used as a residence. As used herein, mobile home, manufactured home or modular home shall mean a structure assembled in whole or in part of a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four feet (4') or more in width and ten feet (10') or more in length, which may or may not be built on a permanent chassis and which is designated to be used as a dwelling with or without a foundation when connected to the required utilities. Use of the building process known as "panelized construction" shall be allowed, but subject to the approval of the Committee.

(b) Except for dog houses and for utility buildings approved by the Committee, no accessory building previously constructed elsewhere shall be moved onto any Lot; provided, however, that trailers to be used as sales offices for development or for construction purposes shall be allowed only during sales or construction periods.

Section 5. Parking or Storage of Vehicles. No mobile home or house trailer shall be parked or stored on a Lot, street or the Common Elements except as provided in Section 4 above. School buses, commercial vehicles and trucks over one (1) ton capacity shall not be parked or stored overnight on any street or Lot except as necessary for dwelling construction or utility construction purposes. Boats, boat trailers, motor homes, motorcycles, campers or other recreational vehicles must be parked or stored only within enclosed garages or screened from the adjacent street. The foregoing shall not be interpreted, constructed, or applied to prevent the temporary, non-recurrent parking of any recreational vehicle for a period not to exceed seven (7) days upon any Lot.

Section 6. Garbage and Refuse Disposal. No Lot shall be maintained as a dumping ground for trash, garbage or other waste. Such trash, garbage or waste shall be kept in sanitary containers designed for that purpose. All equipment or implements of the storage or disposal of such trash, garbage or waste shall be kept in clean, sanitary condition. If such trash, garbage, waste or other discarded materials are found on any Lot, the same shall be removed by the Lot Owner or at the Owner's expense upon written request of the Association.

Section 7. Excavation and Change of Elevations. No Lot Owner shall excavate or extract, or permit or allow another to excavate or extract, earth within the Development for any business or commercial purpose. No elevation changes shall be permitted which materially affect the surface grade of surrounding Lots, unless approved in writing by the Committee.

Section 8. Firearm and Weapon Discharge. Any firearm or weapon discharge other than for defense or protection of life or property in compliance with applicable laws and ordinances is prohibited within the Development. "Firearm" or "weapon" shall include rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow, crossbow, slingshot and any other device from which any bullet, shot or projectile may be discharged.

Section 9. Maintenance. The Owner of each numbered Lot, improved and unimproved, shall keep the same free of all tall grass, undergrowth, dead trees, dangerous or dead limbs, weeds, trash, and rubbish, and shall at all times maintain the Lot in a manner so as to prevent the same from becoming unsightly, unsanitary, or a hazard to health. In the event an

Owner of any numbered Lot fails to comply with the terms of this Section, the Declarant or the Association shall have the right (but not the obligation) to go upon such numbered Lot and to cut and/or remove tall grass, undergrowth, rubbish, and other unsightly or undesirable thing and objects therefrom and to do all other things and perform and furnish any labor necessary or desirable, in its judgment, to maintain the Lot in a neat and attractive condition. Such cutting and/or removal shall be at the expense of the Owner of such Lot, which expense shall become payable by the Owner to the Declarant and/or the Association on demand. If not paid by such Owner, the reasonable cost of such shall be added to and become a part of the annual assessments as herein provided, to which such Lot is subject or becomes subject. Neither the Declarant nor the Association, as the case may be, nor any of their agents, employees, or contractors shall be liable for any damages which may result from the exercise of any right conferred upon them as set forth in this Section.

## ARTICLE VIII

### EXTERIOR MAINTENANCE

Section 1. Maintenance of Common Elements and Lots. The Association shall maintain any Common Elements. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, landscaping, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Castleridge Subdivision, the Association shall provide such exterior maintenance as required above. The Association shall give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform, and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance. The determination as to whether any Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in Castleridge Subdivision shall be made by the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

Section 2. Maintenance Lien. In the event the Association performs such exterior maintenance, repair, or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject and shall further be enforceable as a lien against the Lot as provided in Article IV.

Section 3. Negligent Acts. In the event the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which

such Owner is subject and shall become a lien against the Lot of such Owner as provided in Article IV.

## ARTICLE IX

### SPECIFIC DUTIES OF ASSOCIATION

Section 1. Specific Duties of Association. In addition to all other rights, duties, and obligations contained in this Amended and Restated Declaration, the Association shall have the following rights, duties and obligations:

(a) The Association shall be responsible for maintenance, repair, upkeep, and restoration of any entry sign and/or monument and any sign easement area as shown on Lot 1 of the Map which Declarant has the right, but not the obligation to provide. The Association shall maintain the sign in good condition and shall provide and perform any landscaping in the sign easement area, as may be necessary or required by the Association.

(b) The Association shall be responsible for repair, maintenance, upkeep, and restoration of the fence located within the fifteen (15) foot E.U.E., Fence and Landscape Easement running along Lots 10, 11, 12, 13, 14 and 15 located on West Lexington Avenue as shown on the Map. The Association shall have the right to go upon any one or more of Lots 10 through 15 inclusive, with heavy equipment if necessary, to install, repair, maintain, and restore the fence. The Declarant shall install the initial landscaping and plantings located within the fifteen (15) foot E.U.E., Fence and Landscape Easement running along Lots 10, 11, 12, 13, 14 and 15 located on West Lexington Avenue as shown on the Map but each respective Lot Owner shall be responsible for the maintenance of said landscaping and plantings thereafter.

(c) The Association shall be responsible for maintenance of the roundabouts located within the streets of the Development. The Association shall have the sole discretion to determine whether to landscape the roundabouts with grass; natural cover; mulch or bark; trees, shrubs, or bushes; or any combination thereof.

(d) The Association shall be responsible for any landscaping of and any irrigation of the landscaping at the entrance to the Subdivision. The association shall have the sole discretion to determine whether to landscape this as area grass; natural cover; mulch or bark; trees, shrubs, or bushes; or any combination thereof. The Association shall be responsible for the maintenance of any water meter or tap at the entrance to the Subdivision. The Association shall pay any fees, costs, and/or periodic statements to Davidson Water, Inc., its successors and assigns, for the water service provided for this purpose.

## ARTICLE X

### EASEMENTS

Easements Reserved by Declarant. Declarant reserves easements for the installation and maintenance of driveways, walkways, parking areas, telephone and electric power lines, cable television lines, water and sewer lines, drainage ditches and for other utility installations over the Properties. Each Owner, by his acceptance of a deed to a Lot, acknowledges such reservations and the rights of Declarant to transfer such easements to the Association or to such utility companies as Declarant may choose. The easements reserved by the Declarant include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any similar action reasonably necessary to provide economical utility Installation and to maintain the overall appearance of the Development. Certain easements reserved by the Declarant and the Association for the benefit of themselves and others are shown on the Map. Within any such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In addition, the Declarant shall have the continuing right and easement to maintain all sewer and water lines located on the Lots.

## ARTICLE XI

### PROPERTY RIGHTS

Section 1. Ownership of Common Elements. Declarant shall convey any Common Elements to the Association free and clear of all liens and encumbrances other than the lien of ad valorem property taxes and all valid and enforceable easements and restrictions of record. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, any Common Elements shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public; provided, however, that Declarant or the Association may offer roads and streets previously a part of the Common Elements for dedication to the appropriate governmental authorities and if such roads or streets are accepted for dedication by such governmental authorities, then such roads or streets shall be considered dedicated to the use and enjoyment of the public.

Section 2. Owners' Rights to Use and Enjoy Common Elements. Except as otherwise limited by this Amended and Restated Declaration, each Owner shall have the right to use and enjoy the Common Elements which shall be appurtenant to and shall pass with the title to his Lot, subject to the following:

- (a) the right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Elements to ensure the safety and rights of all Owners;
- (b) the right of the Association to suspend the voting rights in the Association and right to use the Common Elements by an Owner for any period during which any

assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Declarant or the Association to grant utility, drainage and other easements of the type and for the purposes set forth in Article XI across the Common Elements; and

(d) the right of the Association to mortgage all or any part of the Common Elements or to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication or transfer shall be effective unless such mortgage, dedication or transfer is approved by at least two-thirds (2/3) of each class of Members.

Section 3. Owner's Easements for Ingress and Egress. Every Lot shall be conveyed with a perpetual, nonexclusive right to use any roadway which may be constructed by the Declarant and dedicated to the public and accepted for maintenance by the City of High Point or any other governmental agency, for the purpose of providing access to and from each Lot.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Elements and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on his Lot.

Section 5. Rules and Regulations. The Association shall have the right to adopt and enforce reasonable regulations governing the use of the Lots in the Subdivision, the streets and roads in the Subdivision, and the Common Elements in the Subdivision.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect

Section 3. Amendment. This Amended and Restated Declaration may be amended by Declarant, with no permission of Lot owners or the Association, as long as Declarant owns at least fifty percent (50%) of the Lots in the Development Thereafter, the Amended and Restated Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in the total Development.

Section 4. FHA/VA Approval. Notwithstanding anything to the contrary contained in this Amended and Restated Declaration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans' Administration: (i) annexation of additional properties other than those defined as "Additional Properties" herein, (ii) dedication of Common Elements for public use, (iii) amendment of this Amended and Restated Declaration, (iv) mergers and consolidations, and (v) dissolution of the Association.

Section 5. Waiver of Unintentional Violations. Declarant during the period of Declarant control and then the Association shall have the right, but shall not be obligated, to waive in writing any minor violation of this Amended and Restated Declaration.

Section 6. Default by Association. Upon default by the Association in the payment to the jurisdiction entitled thereto for any assessments for public improvements or ad valorem taxes levied against the Common Elements, which default shall continue for a period of six (6) months, each Owner of a Lot in the Development shall become personally obligated to pay to the jurisdiction a portion of the taxes or assessments in an amount determined by dividing the total taxes and/or assessments due to the jurisdiction by the total number of Lots in the Development. If the sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, the sum shall become a continuing lien on the property of the Owner, his heirs, devisees, personal representatives, and assigns. The taxing or assessing jurisdiction may either bring an action at law against the Owner personally obligated to pay the same, or may elect to foreclose the lien against the property of the owner.

Section 7. Planned Community Act. Except as otherwise provided herein, all applicable required terms of the North Carolina Planned Community Act (the Act) set forth in NCGS Chapter 47F are incorporated herein by reference. To the extent any conflict exists between the terms hereof and a required provision of the Act, the required provisions of the Act shall govern and control such conflict.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Declarant has caused this instrument to be execute day and year first above written.

**DECLARANT:**

**VENN CASTLERIDGE PARTNERS, LLC**

By: [Signature]  
Shawn Cummings, Manager

State of North Carolina – County of Guilford

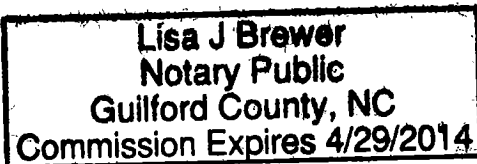
I certify that the following person personally appeared before me this day acknowledging to me that he or she signed the foregoing document: Shawn Cummings

Today's Date: Apr 19, 2013

[Signature]  
[Notary's signature as name appears on seal]

Lisa J Brewer  
[Notary's printed name as name appears on seal]

My commission expires: 4.29, 20 14



[Affix Notary Seal in Space Above]

**CASTLERIDGE OF HIGH POINT SUBDIVISION OWNERS' ASSOCIATION, INC.**, hereby joins in the execution of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Castleridge Subdivision to express its consent to the modifications made herein.

**CASTLERIDGE OF HIGH POINT SUBDIVISION OWNERS' ASSOCIATION, INC.**

By: [Signature]  
Shawn Cummings, President

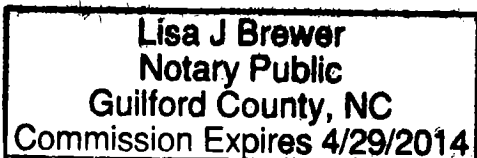
State of North Carolina – County of Guilford

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[Signature]  
[Notary's signature as name appears on seal]

Lisa J Brewer  
[Notary's printed name as name appears on seal]



My commission expires: 4.29, 2014

[Affix Notary Seal in Space Above]