

## Quick Reference Guide to the 17 Restrictive Covenants Governing Property at The Springs

The following reference guide is in no way a legal interpretation of our restrictive covenants. It is an attempt by the HOA to help you navigate through the ninety-two pages of registered documents to find a particular restriction of interest. The Springs At High Rock Subdivision has 535 privately owned lots. All deeds came with a binding agreement (covenant) that, whether we realized it or not, obligated us to comply with easements, covenants, restrictive covenants and conditions. Of the ninety-two pages, the restrictive covenants can be found on twenty pages. The remaining pages contain plat listings and references back to the first two sets of restrictions filed as the additional phases were added to the subdivision. The 12<sup>th</sup> and final phase, Tranquility Lakes, has some additional restrictive covenants and easements.

Not all paragraphs are described; the omitted paragraphs pertained to KEJ's rights when it was the Declarant, but in May 2008 the HOA took over control of the development and KEJ Marketing Company, Inc. ceased to have any influence on our community.

### Declaration of Restrictive Covenants of The Springs At High Rock Subdivision

#### Restriction #1

Filed 08/04/1995, Book 952, Page 987 "Restrictions Run With the Land"

The first page states that KEJ Marketing Company, Inc. (KEJ) has filed plats for a section of land it owns (Phase 1) in Davidson County for the purpose of developing a residential housing community. It plans to submit more plats for future phases and the following restrictions will apply to those phases as well. The purpose and extent of the restrictive covenants are summed up in the 7<sup>th</sup> paragraph of the first page:

*"... the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Springs At High Rock Subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns ..."*

#### 2. Additions to Existing Property

(a), (b), (c,) gave the right for KEJ to expand within its 2,500 acre holding within the next 12 years. And, they did, adding eleven more phases.

#### "General Use Restrictions" pg.2

Paragraph 1: Lots are to be used for residential purposes only. Buildings will be single family only.

Paragraph 2: Minimum size building: 1800 sq. ft. if on the waterfront, 1400 sq. ft. for interior buildings. (This minimum size was increased in later phases.) An Architectural Review Committee (ARC) will be established for approval of all design, location, and construction of all improvements on each lot.

Paragraph 3: All improvements must comply with Davidson County setback requirements. See original documents for complete list.

Paragraph 4: Lots can be combined or subdivided with HOA board approval. Easements and setback requirements still apply to the new lot or lots.

Paragraph 5: Driveway locations must be approved by the ARC.

Paragraph 6: No signs, fencing, or parking on the road right-of-way.

Paragraph 7: All accessory improvements (fence, out buildings, pools etc.) must be approved by the ARC.

Paragraph 8: No moving of an existing building onto a lot is allowed, ever.

Paragraph 9: The time frame for home construction is one year from the start of construction, four months for outbuildings. The HOA has the right to wave this if progress is being made. Penalties for obvious failure to comply are described.

Paragraph 10: No trailer, camper, tent, truck, van etc. shall be used as a residence at any time. An exception shall be made for construction shelters for the builders with the permission of the ARC.

Paragraph 11: All homes must have a well and comply with Board of Health requirements. ARC must approve the location.

Paragraph 12: Exterior wall composition of imitation asphalt brick, concrete block or tar paper is prohibited.

Paragraph 14: No noxious or offensive trade or activity shall be carried out upon any lot.

Paragraph 15: No portion of any lot shall be used or maintained as a dumping ground for trash.

Paragraph 18: No outside clotheslines, no satellite dishes in view (ARC has determined that this pertains to the original 15 foot dishes of the 1980s and does not enforce this restriction to today's smaller dishes) and mail boxes must be of a standard design approved by the board or ARC

Paragraph 19: No junk automobiles, unserviceable vehicles or salvage allowed anywhere in this subdivision. All trailers longer than 28 feet, RVs or tractor trailers must be garaged. Other trailers less than 28 feet must be kept out of sight. In general, everything should be garaged.

Paragraph 20: No billboards or signs allowed unless approved by the HOA Board of Directors (BOD).

Paragraph 21: No trees more than six inches in diameter and more than twenty feet from the house can be removed unless approved by ARC. This includes dead trees.

Paragraph 22: KEJ will deed a lot to be used as access to boat Dock #1 and a minimal acre for boat yard storage to the HOA. They will also give land for a security gate at the entrance to Phase 1.

Paragraph 23: KEJ has the right to add phases beyond Phase 1 and its 37 lots. Further, the owners of lots in these phases have the right to use the roads in Phase 1 to enter their phase.

Paragraph 24: Definitions.

Paragraph 26: Enforcement and penalties for violators. This paragraph has been a source of some confusion for many of the boards that have served for our HOA. Since 2008, four legal opinions have been sought. One attorney has interpreted this paragraph literally and any infractions occurring must be resolved in the courts with the outcome decided by a judge or jury. Three attorneys have said that the laws of the NC Planned Communities Act (GS 47F), which deal with fines and the procedure for issuing them by HOAs, take precedence.

Paragraph 27: HOA common community property and owners of lots bordering on High Rock Lake are all subject to Yadkin, Inc. rules.

Paragraph 29: If one restriction is held invalid by the courts it does not invalidate the rest of the restrictions.

## **Restriction #2**

The second set of Covenants, Restrictive Covenants and Conditions were filed on the same day as Restriction #1. It is primarily concerned with the establishment of a Home Owners Association (HOA) and the rights and duties of the members of this association.

Page 999, Restates what was said on the first page of Restriction #1. *"...that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property..."*

Article I: Definitions. Of special note is paragraph 7, which thoroughly defines "Common Property," and allows the HOA to use the property for fund raising

Article II: Section 1. All members and their guests shall have the right to use the roads at all times whether the member is in good standing or not. If a member is not in good standing, he can be denied the right to the recreational amenities.

Section 2. Annual assessments (a), (b), (c), (d), (e). In summary, gives the HOA BOD the right to collect yearly assessments for the maintenance and/or improvement of common community property. If the assessment is 15% greater or lower than the previous year's assessment, a majority vote of the membership is needed for approval.

Section 3. The HOA BOD has the right to have a special one-time assessment. Also, lots 22 through 32, have a \$50.00/yr. additional assessment for their pier reserve. The owners of lots 22 through 32 can determine if the amount is to be increased.

Section 4a, b. The HOA BOD has the right to charge back to the owner the cost of any cleanup of any roadway obstructions by fallen trees from their property, or, (b) any other obstruction.

Section 4c. The HOA BOD has the right to cut member's grass after 10 days written notice if it deems it unkempt and unsightly to the community.

Section 5 (a), (b), (c). Duty of HOA to make repairs to roads. (c) An owner is responsible for any road repairs caused by the owner. There shall be no unloading of building materials on any road or right-of-way, i.e., grass shoulders.

Section 6. Defines late fees and interest charged after 30 days due. This section gives the HOA BOD discretion on how much interest and when, by majority vote.

Section 7. The HOA BOD has the right to file liens against unpaid assessments.

Article III: Membership, Voting Rights, Officers and Meetings

Section 1. Defines who is a member (every lot owner of record).

Section 2. No longer applicable; there is currently only one class of voting member. Each lot owned gets one vote at HOA meetings.

Section 3. There shall be five directors. The annual meeting or any other meetings may be called by the President or any three directors.

Section 4. The HOA has the right to suspend voting privileges of any member who has not paid his assessments.

Section 5. Boat slip covenants explained further for lots 22 through 32 and the other lots eligible to construct a private dock in Phase 1.

Article IV. KEJ will turn over its ownership of all common property to the HOA after twelve years (May, 2008).

Article V. Architectural Review Committee (ARC)

Paragraphs (a), (b), (c), (d), (e) and (f) all pertain to the mandatory creation of a three-person committee (ARC) and its duties and responsibilities.

*The ARC has created a written set of guidelines which are not part of the covenants but have been approved by the HOA BOD. Members are encouraged to refer to them before any building or lot improvement is contemplated.*

Article VI. This article excuses KEJ from any typographical errors, tense or plurality confusion and if any part is held invalid by the courts, the remainder is still intact.

The final sentence of these restrictions states that any amending to these covenants requires a greater than 66% approval of all eligible-to-vote members.

**Restriction #3**

Filed 09/39/1996, Book 1008, Page 785

This restriction created Phase 3 and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well. It also increased the minimum home square footage to 1,800 sq. ft. for waterfront property and 1,600 sq. ft. for interior homes.

**Restriction #4**

Filed 07/15/1997, Book 1040, Page 1321

This restriction created Phase 2 and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #5**

Filed 10/01/1997, Book 1050, Page 1733

This restriction created Phase 4 and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #6**

Filed 10/24/1997, Book 1053, Page 931

This restriction created Phase 5 (part 1, maps 1 & 2) and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #7**

Filed 12/09/1997, Book 1058, Page 1714

This restriction created Phase 5 (part 2, map 3) and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #8**

Filed 08/28/1998, Book 1095, page 1103

This restriction created Phase 6 and Phase 7. It required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well. It also increased the minimum home square footage to 1,800 sq. ft. for all homes in the community.

**Restriction #9**

Filed 11/09/1998, Book 1106, Page 362

This restriction created Phase 8 and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #10**

Filed 01/19/2000, Book 1168, Page 29

This restriction created Phase 9 and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #11**

Filed 12/06/2000, Book 1210, Page 532

This restriction created Phase 10 and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well. Interestingly, there is an easement from the cul-de-sac at the end of Sierra Trace Road to Route 8 South on the plat maps, but it is not mentioned in these restrictions!

**Restriction #12**

Filed 04/25/2002, Book 1312, Page 1362

This restriction created Phase 11 aka 11-CC, or the Cascade Creek area and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #13**

Filed 11/15/2002, Book 1362, Page 1479

This restriction created Phase 14, aka Boulder Ridge. KEJ established Phase 14 from recombined lots 22-24 from Phase 10 (Plat Book 33, pg. 24 map 1) and lots 25-36 from Phase 10 (Plat Book 33 pg. 25, map 2). It required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well. Phases 12 and 13 are mentioned, but as unrecorded at this time.

**Restriction #14**

Filed 12/13/2002, Book 1370, Page 1294

This restriction created Phase 15 aka Cascade Creek Part 2 from recombined lot 157 of Phase 8 (Plat Book 29, pg. 44 map 4) and lots 26 -27 of Phase 9 (Plat Book 31, pg.54 map 2). It required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #15**

Filed 06/30/2003, Book 1433, Page 122

This restriction created Phase 14, section 2 of Boulder Ridge area and required that all easements, restrictions, covenants and conditions in Phase 1 would apply to this phase as well.

**Restriction #16**

Filed 06/30/2003, Book 1433, Page 126

This restriction revised lots 12 and 14 in Phase 10 from former lots 12, 13 and 14.

**Restriction #17**

Filed 10/15/2003, Book 1470, Page 1108

This restriction created Phase 12, aka Tranquility Lakes section.

Paragraph 2 states that there will be additional restrictions and conditions in addition to the easements, restrictions, covenants and conditions in Phase 1 that apply to this phase as well.

- a. This restriction gave KEJ the right to create a 25-foot-wide easement across the owners' properties for the purpose of establishing walkways around KEJ's proposed ponds. It was for all members and their guests but members had to be present with their guests at all times. The restriction stated that the 25-foot-wide easements will be on the plat maps and be in perpetuity.
- b. The HOA will be responsible for the maintenance and upkeep of the walkways and the lot owner shall be relieved of any responsibility or liability.

- c. No hunting or trapping and no discharging of firearms at any time are allowed.
- d. No swimming at any of the inland ponds is allowed.
- e. The HOA will be responsible for the maintenance and stocking of fish in the inland ponds.
- f. This condition does not apply anymore.
- g. Fishing by rod and reel, pole or hook and line is allowed only during daylight hours. This amenity is for members in good standing and their guests. Members must be present at all times.
- h. This restriction applies to what boats can be used. No gasoline motors and all boats less than 14 feet long.
- i. Restricts access from one pond to another by the walkways unless you have permission from the lot owner.
- j. Feeding of geese is strictly prohibited.
- k. The HOA has the right to back up, divert or raise the level of the ponds up to the 25-foot easement around the ponds. Also the HOA has the right within the easement area to clear, grade and repair the ponds.
- l. The HOA will be responsible for pest control as it deems fit.
- m. No property owner has the right to draw water from the ponds, including for irrigation.
- n. There will be no piers on the ponds.
- o. This condition mandates that the HOA shall maintain in good working condition all drain pipes, earthen works, grass berms and fish stocking for all the ponds.
- p. There shall be no dumping of any foreign material which will be detrimental to the water quality into the ponds.
- q. There shall be no storage of any hazardous materials within 100 feet of the shoreline of any inland pond.
- r. Governmental regulations for setbacks for septic tank installation shall apply.
- s. No animal life other than the species of fish originally stocked will be introduced into the ponds.

Paragraph 3 restates that the minimum home size shall be 1,800 sq. ft. and all other easements, restrictions, covenants and conditions in Phase 1 apply to this phase as well.

Paragraph 4 reserves the right, if needed, for the HOA to install, maintain and repair septic tank and sewer lines on any easements to the designated Drainfield lots.