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Prepared by Kent Wilcox, 1218 Spanish Oak Drive, Cedar Mountain, NC 28718

REVISED AND RESTATED  
DECLARATION OF RESIDENTIAL RESTRICTIVE AND PROTECTIVE  
COVENANTS  
FOR THE IDLEWILD COMMUNITY OF CEDAR MOUNTAIN, NORTH CAROLINA

The Idlewild Community occupies certain real property located in Transylvania County, State of North Carolina that consists of the following Lots and parcels recorded in the Transylvania County Registry: Lots 1 - 15 as found in Plat File 3 at Slide 135, Lots 16 to 29 as found in Plate File 2 at Slide 233, Lot 30 as found in Deed Book 370 at Page 549, Lot 31 as found in Deed Book 427 at Page 371, Lot 32 as found in Deed Book 446 at Page 698, Lot 33 as found in Deed Book 427 at Page 371, Lot 34 as found in Deed Book 410 at Page 425, Lot 35 as found in Deed Book 360 at Page 712, Lot 36 as found in Deed Book 425 at Page 542, all green areas and parcels owned by the Idlewild Property Owners' Association as found in Plat File 3 at Slide 135 and in Deed Book 241 at Page 422, and any Lots or parcels that have been or will be created from the aforementioned Lots or parcels and any additional Lots or parcels that are added to the Idlewild Community by annexation of adjoining real property.

By this instrument, the Idlewild Property Owners' Association, Inc, representing all of the Lot Owners in the Idlewild Community, hereby revokes the prior Restrictive Covenants recorded by Synergistics, Limited (the Developer of the Idlewild Community) in Deed Book 291 at Page 56 and the amendments recorded in Deed Book 307 at Page 143 and in Deed Book 321 at pages 1, 3, 5, 7, 11, 13, 15, and 17 in the Transylvania County Registry and hereby records the following restrictions in lieu thereof.

Now, therefore, THE IDLEWILD PROPERTY OWNERS' ASSOCIATION INC declares that all of the Lots and parcels in the Idlewild Community are held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved, subject to the provisions of this Declaration of Restrictive Covenants, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of each and every Lot and parcel in the Idlewild

Community. The provisions of the declarations are intended to create mutual equitable servitudes upon each of said Lots in favor of each and all of the Lots; to create reciprocal rights between the respective owners of Lots and to create privity of contract and estate between the Grantees of said Lots, their heirs, successors and assigns and operate as covenants running with the land for the benefit of each and all other such Lots and parcels in the Idlewild Community and their respective owners, present and future.

## 1. DEFINITIONS

The terms as used in this Declaration of Restrictive and Protective Covenants are defined as follows:

1a. "Board" means the Board of Directors of the Idlewild Property Owners' Association, Inc.

1b. "By-laws" means the By-laws of the Idlewild Property Owners' Association, Inc.

1c. "Association" means the Idlewild Property Owners' Association, Inc, a North Carolina Non-profit Corporation

1d. "Declaration" means this Declaration of Residential Restrictive and Protective Covenants for the Idlewild Community.

1e. "Idlewild Community" means all Lots, parcels, common areas, roads, and right of ways within the boundaries of the real properties that are listed in the first paragraph of this Declaration of Restrictive Covenants.

1f. "Lot" means any Lot within the Idlewild Community that is designated on a Plat or a Deed recorded in the Transylvania County Registry.

1g. "Owner" means any person, firm or corporation who holds fee simple title to any Lot in the Idlewild Community, but does not include a person having an interest in a Lot solely as security for an obligation.

## 2. LAND USE

2a. No Lot shall be used except for residential purposes. An Owner who rents a residence on a Lot to anyone who is not a member of the Idlewild Property Owners' Association must himself/herself reside in the residence for a combined period of at least forty-two (42) days each calendar year.

2b. No mobile home shall be installed on a lot or used as a residence at any time.

2c. Modular houses are not permitted in the Idlewild Community.

2d. Lot Owners may temporarily reside in a recreational vehicle for a combined period of no more than forty-two (42) days per calendar year. The vehicle shall be removed if it will not be occupied for a period of more than 5 consecutive days.

### 3. ARCHITECTURAL REGULATIONS

3a. Lot Owners shall comply with the Architectural Rules and Regulations. Changes and modifications to these Rules and Regulations shall be recommended by the Architectural and Environmental Committee (AEC) and approved by the Board.

3b. The Application for Approval of a construction project and required supplementary materials and fees shall be submitted by the Lot Owner to the Architectural and Environmental Committee for review before any construction activity begins. No construction activity shall begin until the Lot Owner has approval from the Board.

3c. Each Construction Project that uses the roads in the Idlewild Community shall be subject to a Road Impact Fee that shall be paid when the plan is approved the Board.

3d. County Health Department rules regarding on-site toilet facilities shall be observed by the prime contractor and/or Owner/builder.

3e. Accountable supervision shall be on the construction site at all times during site preparation, machinery land clearing, and the removal of site debris from the property.

3f. Minimum setback requirements for all structures (excluding wells), including but not limited to a dwelling, porch, deck, carport, garage, antenna, fuel tank, or shed shall be:

3f(1). 65 feet from the center line of any road that borders or runs through the Lot

3f(2). 30 feet from the property line of any adjacent Lot or parcel

3g. All dwellings (houses where humans are residents, also referred to herein as residences) shall have a habitable (heated) area of at least 1,200 square feet.

3h. The maximum combined area of any Lot that is covered by any and all roofs over any and all structures, including but not limited to dwellings, garages, decks, porches, garden sheds, and storage sheds shall not exceed 7% of the Lot size or 10,000 square feet, whichever is less.

3i. The maximum height of any dwelling shall not exceed 35 feet, when measured from the grade at the principal entry for the dwelling to the ridge of the highest roof.

3j. Any culvert installed under a driveway within a right of way shall be at least 14 inches in diameter.

3k. During all stages of construction, unreasonable interference with residential traffic on roads in the Idlewild Community as a result of construction activity shall receive

immediate remedial action from the Owner or Prime Contractor. All drivers shall observe the 20 miles per hour speed limit.

3l. During all stages of construction, the Owner or Owner's Agent and Prime Contractor are responsible for controlling trash of all kinds including food and drink, on or around the construction site. No waste concrete or mixer washout residue is to be dumped anywhere in the Idlewild Community, except on the Owner's property with the permission of the Owner. If dumped anywhere in the Idlewild Community other than the Owner's property, the cost of clean-up shall be charged to the Owner.

3m. All construction shall be completed within 12 months, unless an extension is granted by the Idlewild AEC.

#### 4. ENVIRONMENTAL REGULATIONS

4a. Lot Owners shall comply with the Environmental Rules and Regulations. Changes and modifications to these Rules and Regulations shall be recommended by the Architectural and Environmental Committee (AEC) and shall require approval by a majority of the Board.

4b. Tree and brush removal within a 40-foot distance, in any direction, from any dwelling or approved permanent structure shall be permitted at Owner's sole discretion on the Owner's property. Removal of any live tree exceeding six (6) inches diameter at breast height that is located more than 40 feet from any structure or more than 20 feet on either side of the centerline of a private driveway shall require approval by a majority of the Board.

4c. Brush, trees, and stumps that are removed shall be disposed of in such a manner that other property owners will not suffer visual impairment or physical damage to their property. Stumps and other natural waste that cannot be discreetly contained and/or buried on the Owner's property shall be hauled away from the Idlewild Community.

4d. Burning of trash, brush, or construction materials is not permitted unless the materials are burned in an approved container with appropriate supervision.

4e. Bare stripping of a surface cover to provide for custom landscaping beyond the 40 foot buffer area referred to in paragraph 4b shall require approval by a majority of the Board of detailed plans for erosion control.

4f. Water features that contain more than 1,000 gallons, including but not limited to ponds, fountains, and swimming pools, cannot be filled with water obtained from wells on Lots within the Idlewild Community.

#### 5. EASEMENTS

Easements for installation and maintenance of the utilities and drainage facilities are

reserved within the right of ways, which are 25 feet from the center line on both sides of all roads in the Idlewild Community.

## 6. COMBINATION AND SUBDIVISION OF LOTS

### 6a. Combination of Lots

Any two or more Lots within the Idlewild Community that share a common Lot line and common ownership can be combined. A deed for the combined Lots must be recorded in the Register of Deeds for Transylvania County. The resulting parcel shall be treated as a single lot for all purposes, including voting and assessment.

6b. Lots 1 to 29 cannot be subdivided into two or more Lots. Adjoining owners may adjust their boundary lines with advance approval of the Board of Directors.

### 6c. Subdivision of Lots created from combinations of Lots 1 to 29

Any Lot created from a combination of two or more adjacent Lots among Lots 1 to 29 can subsequently be re-subdivided only along the Lot lines that existed between the Lots immediately prior to when the combination occurred.

### 6d. Subdivision of Lots along the southern portion of Spanish Oak Drive

The minimum size for any Lot along Spanish Oak Drive south of Lots 25 and 26 is 10 acres. Creation of any Lot smaller than 10 acres through any combination or subdivision of all or a portion of Lots along Spanish Oak Drive south of Lots 25 and 26 is not permitted. This restriction on a minimum Lot size of 10 acres applies to Lots 30 to 36, any Lots created from all or a portion of Lots 30 to 36, and any property that shares a common boundary with any portion of Lots 30 to 36 that is annexed into the Idlewild Community.

### 6e. Assessments Levied Against Combined and Subdivided Lots

6e(1). When two or more adjacent Lots are combined into one Lot, the combined Lots will be recognized as one Lot with respect to annual and special assessments beginning on January 1 in the year after the combination was recorded. Prorated refunds on annual and special assessments levied in the year in which the combination was recorded will not be granted.

6e(2). When a Lot is subdivided, annual and special assessments will be levied against the additional Lot(s) beginning on January 1 in the year after the subdivision was recorded.

## 7. UNDERGROUND POWER

All power lines from the source of power to a residence or other structure, including exterior light fixtures, shall be underground only.

## 8. SIGNS

One real estate sign of not more than four (4) square feet in size that advertises an owner's Lot for sale may be displayed on the owner's Lot during the period that the

Lot is for sale. Owners may also erect signs with AEC approval identifying their property.

#### 9. LIVESTOCK AND PETS

No animals, livestock, or poultry of any kind shall be kept on any Lot, with the exception of dogs, cats, and other household pets that may be kept if they are under the full control of owners and if they are not kept or bred for commercial purposes.

#### 10. GARBAGE AND REFUSE DISPOSAL

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

#### 11. HUNTING

No hunting is allowed within Idlewild, including green areas owned by the Association, right-of-ways, and privately owned lots.

#### 12. IDLEWILD PROPERTY OWNERS' ASSOCIATION

12a. The Idlewild Property Owners' Association, Inc is a non-profit corporation organized to protect, maintain, and enhance the common interests of Lot Owners in the Idlewild Community. The Association shall have such powers in the furtherance of its purposes as are set forth in its Declaration, Articles, By-laws, Rules, and Regulations.

12b. The Owner of each Lot within the Idlewild Community, by the signing of a contract and acceptance of a deed thereof, covenants and agrees to be a member of the Idlewild Property Owners' Association, a North Carolina Non-Profit Corporation and to faithfully abide by the Declaration, Articles, By-laws, Rules and Regulations of said Association as the same now exist, and as may be amended from time-to-time.

12c. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. When there is more than one (1) Owner of a Lot, all such persons or entities holding title shall be Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The rights, duties, privileges, and obligations of membership in the Association are set forth in its Declaration, Articles, By-laws, Rules, and Regulations.

12d. Assessments and Fees charged by the Association, Liens, and Foreclosures

12d(1). Pursuant to the powers granted to it in its Declaration, Articles and By-laws, the Association is hereby expressly authorized and empowered to charge

annual assessments equally against all Lots in the Idlewild Community.

12d(2). Pursuant to the powers granted to it in its Declaration, Articles and By-laws, Rules, and Regulations, the Association is hereby expressly authorized and empowered to charge special assessments against any single Lot, more than one Lot, or all Lots in the Idlewild Community from time-to-time when necessary to obtain funds for capital improvements, for the maintenance of roads, right of ways, and common areas and to pay nonrecurring financial obligations of the Association.

12d(3). The Association is authorized to charge a Road Impact Fee against any Lot Owner for construction projects. The amount of the Road Impact Fee shall be based on a fee schedule for specific types of construction projects recommended by the Architectural and Environmental Committee and approved by a majority of the Board. Funds collected from the Road Impact Fee shall be used to pay for repairs of roads and right of ways.

12d(4). The full amount of any assessment and/or fee levied by the Association against any Lot or Lot Owner shall be paid to the Association on or before the date or dates fixed by resolution of a majority of the Board.

12d(5). If not paid in full by the due date, the amount of any assessment or fee levied by the Association against any Lot, plus the amount of any other charges thereon, including interest at the maximum limit provided by law per annum from date of delinquency, late charges at the maximum rate allowed by law, and cost of collection, including attorney fees, if any, shall constitute and become a lien on the Lot so assessed. The Board may cause notice of the lien to be filed with the Clerk of Superior Court for Transylvania County, which shall state the amount of such assessment or fee and such other charges and a description of the Lot which has been assessed. Upon payment of said assessment or fee and charges in satisfaction thereof, the Board shall within a reasonable time, cause to be recorded a further notice stating the satisfaction and release of said lien.

12d(6) Priority of Lien. Conveyance of any Lot shall not affect any lien for assessments or fees provided herein, whether or not the lien has been filed. A filed lien shall be prior to all other liens recorded subsequent to said notice of assessment.

12d(7) Enforcement of Lien. The lien provided for herein may be foreclosed by suit by the Association in like name as a mortgage, or in a quasi judicial proceeding in the manner of a Deed of Trust. In either event, the Association may be the bidder at the foreclosure sale. The Association may also pursue any other remedy against any Lot Owner owing money to it which is available to it by law or equity for the collection of debt.

12d(8) Suspension of Membership. The Association shall not be required to

