**FAIRWAY RIDGE PROPERTY OWNERS ASSOCIATION**

**RESTRICTIVE COVENANTS**

**October, 2023**

NORTH CAROLINA RESTRICTIVE COVENANTS AND ASHE COUNTY RESTRICTIONS AGREEMENT AFFECTING FAIRWAY RIDGE,

a Development in Old Fields Township, Ashe County, North Carolina

1. The owner of each lot within the Fairway Ridge development shall be a member of the Fairway Ridge Property Owners Association (POA hereafter), with one vote for each owned lot. The purpose of the POA shall be to ensure architectural standards in the community, to enforce these covenants and to maintain the common properties and roads and easements within the community, to fix, levy and collect dues and assessments to pay expenses in connection with the POA and such other purposes as set forth in the Articles of Incorporation and bylaws of the POA. The payment of dues shall be due and payable by September 15 of each year, beginning by September 15 immediately following the purchase of tract or tracts by the owners. Dues on unimproved lots shall be assessed at 50% of the rate for improved lots. Lots shall be considered improved at the point when said lot is connected to the community water system and dues at the improved rate shall commence on September 15 immediately following the connection of water.

2. Multi-family or shared ownership of lots or residences is not permitted. Ownership may include individuals living in the same household or in the household’s immediate family.

3. The speed limit in the community shall be 25 miles per hour. [11/13/1988]

4. No more than one building may be erected upon any one granted lot and that one building shall be a one single-family dwelling. No duplex house, multi-family house, apartment house, outbuildings or detached garage may be erected upon the granted premises, nor shall any business building be erected thereon, nor shall any business enterprise be conducted upon the granted premises, and no building shall ever be used or occupied for any purposes except that of a one single-family private residence exclusively.

5. No residence may be rented or leased for less than a six-month period. Any rental must be to a single family. For purposes of this section, the rental or lease of any residence shall not be deemed a business or commercial purpose. In the event of a lease or rental, compliance with these covenants shall remain the responsibility of the owner and shall not be assigned to an outside rental agency or other business. The owner is responsible for submitting to the POA board the lessee’s name and contact information, along with a copy of the lease.

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6. No building may be erected or allowed to remain on any granted lot until the external plans and specifications for said building, including design, type of material, roofing material, and color of paint or stain has been approved in writing by the Fairway Ridge Property Owners Association (POA hereafter). Approved exterior materials include stone, brick or siding. Exterior colors, including roofs, shall be natural earth tones and associated trim work shall complement those colors. Roofs may be either asphalt shingles or similar materials or metal. No roof shall be a reflective surface. No building shall be erected upon the granted premises which have cinder blocks or concrete blocks visible from the exterior of such building, nor shall any building be erected thereon with exterior asphalt or asbestos siding. Once plans are approved, no alterations to plans are allowed unless expressly approved in writing by the POA. Approvals shall be dated and shall not be effective for construction commenced more than nine (9) months after approval. Once the building has been erected, additions and/or exterior color changes must be submitted and approved in writing by the POA.

7. No building shall be erected upon the granted premises which is closer than twenty feet from the street right of way or closer than ten feet from the property line of any other adjoining tract. No driveway or sidewalk shall be built, nor fuel or propane tank installed, that is closer than ten feet from the property line of any adjoining tract unless approved by the Board of Directors. To assure that houses will be located regarding the topography on each individual lot and adjoining lots, the precise site and location of any house, driveway and parking area shall be approved in writing by the Fairway Ridge Property Owners Association.

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8. No walks, walls, satellite antenna, satellite receiving equipment larger than 3 feet in diameter, or any other kind of construction or excavation may be erected or commenced on any one granted lot unless approved in writing by the Fairway Ridge Property Owners Association. With the exception of invisible-type fences used for containment of pets, no fences are permitted. Fencing materials such as split rails or similar materials may be used as a landscaping feature but should not extend more than three (3) spans in any direction and should not exceed three (3) feet in height. Solar panels may only be installed following written approval by the Board of Directors and must be roof mounted.

9. Propane, oil or other fuel tanks shall be buried or appropriately concealed with attractive landscaping that adequately maintains the aesthetics of the neighborhood. The owner is responsible for submitting a plan for these to the Board of Directors for approval.

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10. No mobile homes, modular homes, log homes, manufactured homes, tents or junk or inoperable motor vehicles shall be allowed upon any granted lot. No owner shall be allowed to have a trailer or camper parked on their lot in view of others for more than a maximum of fifteen (15) days except for construction trailers while construction is going on. [7/24/2007]

11. No granted lot may be subdivided or combined with another granted lot or used to provide access to any property lying outside of the developed property.

12. An owner may build across the lot line of two owned lots, with POA board approval, however for dues purposes, one lot must be designated as undeveloped, and the other lot must be designated as developed.

13. No single-story building shall, after the adoption of these Amended Restrictions, be erected or allowed to remain on the granted premises that has less than fifteen hundred (1,500) square feet of heated floor space, exclusive of porches, decks and garage on the main floor living area. No multi-story building shall be erected on the granted premises that has less than two thousand (2,000) square feet of heated floor space, exclusive of porches, decks and garage, and as determined by outside dimensions, said building shall have at least thirteen hundred (1,300) square feet on the main floor living area. No building shall exceed two stories in height above ground level or a maximum of thirty-five (35) feet measured from the mean ground level to the maximum roof height.

14. No animals, livestock or poultry shall be kept or maintained on said property, except household pets which must be properly controlled by the owner so as to avoid becoming a nuisance or danger to other property owners. No dog lots are permitted. [9/27/1992]

15. Each person or persons erecting a residence on said property shall install a septic tank in accordance with the rules, regulations, and specifications as approved by the North Carolina Department of Public Health.

16. No trees larger than six inches in diameter, measured at the stump, shall be cut on said property without the written approval of the Fairway Ridge Property Owners Association. Debris from an approved tree cutting must be removed within 30 days of the cutting. No trees or large shrubs may be planted on any granted lot that would impair the view of another lot without the written approval of the Fairway Ridge Property Owners Association

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17. No signs, billboards, or advertising devices shall be placed on any portion of the granted premises, except for one neatly prepared and neatly kept ownership identification marker per lot or a no larger than standard 24 inch by 18 inch “For Sale” sign. Realtor For-Sale signs may be no larger than 18 x 24 inches and mounted near the ground with a maximum height of three (3) feet to the top of the sign. [7/29/1990] Only one for sale sign may be posted per property is permitted and no directional signs shall be allowed by realtors at the entrances to the community nor anywhere within the neighborhood community. [9/22/1999]

18. No part of said premises shall be used or occupied injuriously as to adversely affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated.

19. No firearms of any caliber, gauge, kind, or description shall be discharged on said property, nor may any type of fireworks or pyrotechnic device be exploded on said premises.

20. No ATV/4-wheeler, snowmobile, mini-bike or go-cart may be operated on the streets within said development. Motorcycles and golf carts must be operated by licensed drivers only and must be controlled to avoid becoming a nuisance or danger to other property owners, other vehicles, the lots and the improvements upon the lots.

21. There shall be no parking allowed on any street in said development and the purchasers of said property agree to build their own parking facilities on their own property.

22. The owners of any granted lot or lots agree that they will maintain their respective premises in a neat, presentable, and attractive condition, including but not limited to, the keeping of garbage in closed containers, the cutting of grass and weeds, and the removal from the premises of trash and debris; and said property owners further agree that when deemed necessary by the POA, or its successors heirs and assigns, that said POA, after notifying the owners of the issue, may perform or cause to be performed the above maintenance work and the owners agree to reimburse said POA for all expense incurred in the performance of said maintenance work on their individual premises.

23. When the construction of a dwelling house is commenced by the owner of any lot in said subdivision, the external construction of said dwelling house shall be complete and said structure shall be approved for occupancy within 15 months from the date construction is started.

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24. Failure of the POA, their successors and assigns, to promptly enforce any of the restriction or covenants contained herein shall not be deemed a waiver of the right to do so thereafter.

25. Invalidation of any one or more of the foregoing covenants by judgment, court order, neglect of enforcement, or otherwise shall in no way affect any of the other covenants or restrictions herein set forth, and they shall remain in full force and effect.

26. There is, however, reserved and excepted unto Fairway Ridge Development Corporation (FRDC hereafter), its successors and assigns, the perpetual right and easement to lay, construct, locate, relocate, and maintain drainage, water and sewer lines and pipes or other utility at such place and places and following such courses and distances as FRDC, its successors and assigns, may from time to time elect, together with the right to enter upon the granted property and all parts thereof for the aforesaid purposes and for the further purpose of inspecting such water and sewer lines; provided, however, that in the event the laying, construction, location, relocation, or maintenance of such water and sewer lines should cause any damage to the granted property or any improvements thereon situated, FRDC, its successors and assigns, shall compensate the owner of the granted premises for such damages.

27. The above covenants and restrictions are placed on the property hereinabove set forth as a part of a general plan of development for the benefit of all owners of the property hereinabove specified within said development, and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said tracts.

28. All covenants and restrictions herein set forth shall remain with the land and be binding on all parties and persons claiming under them for a period of 50 years from the date of the recordation of this instrument, and after said 50 year period said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument is signed by the owners of a majority of the lots or tracts of land herein affected by this instrument has been recorded in the office of the Register of Deeds for Ashe County agreeing to a modification or change of the same in whole or in part.

EFFECTIVE October 13, 2023

This the day of October,2023

FAIRWAY RIDGE PROPERTY OWNERS ASSOCIATION

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Owen Peeler, President

ATTEST:

Carroll Ludwig, Secretary

NORTH CAROLINA

ASHE COUNTY

This day personally appeared before the undersigned Notary Public, in and for said County and State, Carroll Ludwig and acknowledged that he is Secretary of Fairway Ridge Property Owners Association, a North Carolina corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as Secretary.

WITNESS my hand and official stamp and seal, this

\_\_\_\_\_\_day of October 2023

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 NOTARY PUBLIC