

DECLARATION
OF
PROTECTIVE COVENANTS
PIONEER RIDGE

1984

THIS DECLARATION is made this 1st day of June,
1984, A.D., PIONEER RIDGE CORPORATION, North Carolina
corporation, (hereinafter referred to in the neuter singular
as "The DECLARANT");

R E C I T A L S :

1. DECLARANT is the Owner and Developer of that certain
real property located in Haywood County, North Carolina, known
as PIONEER RIDGE (the Development), which Development is
described in that certain Deed dated June 1, 1984,
recorded in Deed Book 351, Page 235, Haywood County
Registry.

2. The DECLARANT intends to sell and convey the lots
and parcels within the Development and, before doing so,
desires to impose upon them mutual and beneficial restric-
tions, covenants, equitable servitudes, and charges under the
general plan or scheme of improvements for the benefit of all
lots and parcels in the Development and for the benefit of the
Owners and future Owners thereof.

NOW, THEREFORE, the DECLARANT declares that all of the
lots and parcels in the Development are held and shall be
held, conveyed, hypothecated, or encumbered, leased, rented,
used, occupied, and improved subject to the provisions of this
Declaration, all of which are declared by the DECLARANT, and
agreed by DECLARANT's successors in title, to be in further-
ance of a plan of development established for the purpose of
enhancing and protecting the value, desirability, and attrac-
tiveness thereof.

The provisions of this Declaration are intended to create
mutual and equitable servitudes upon each of said lots and
parcels in favor of each and all other lots and parcels; to
create reciprocal rights between their respective Owners of

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

REAL PROPERTY RESTRICTIONS

These restrictions, made by Clearman Isaac Frisbee, Jr. and wife Pamela C. Frisbee, the owners of 143 acres of land conveyed to them by Frank D. Ferguson, Jr. by deed dated 01/1, 1981 and recorded in Deed Book 325 at page 733 of the Haywood County Deed Register, to which deed reference is made for a full description to the effect that any and all lots or tracts conveyed shall be subject, as well that retained, to the following covenants, agreements, limitations, easements and servitudes:

1. No mobile homes
2. No hog lots
3. Any house must contain at least 1,000 square feet of heated living area, this shall not include carports, garages, porches, basements or outbuildings.
4. That upon the formation of a Landowner's Association, each tract owner shall pay \$10.00 per year for road maintenance.
5. That the landowners shall form, and support a Landowner's Association, their consent thereto shown by acceptance of a deed; that each landowner shall have one vote, that co-tenants by tenancy in common, joint tenancy or tenancy by the entireties shall have only one vote. Any assessment made shall be made by division in the same proportion of votes. That said Landowner's Association may determine the amount of assessments by majority vote; any other matters shall be by unanimous vote.

This the 21 day of July, 1982, witness our hands and seals.

Clearman Isaac Frisbee, Jr.
Clearman Isaac Frisbee, Jr.

Pamela C. Frisbee
Pamela C. Frisbee

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, John I. Jay, a Notary Public of said County do hereby certify that Clearman Isaac Frisbee and wife Pamela C. Frisbee, Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 20 day of July, 1982.

John I. Jay
Notary Public



My commission expires:

Feb 7, 1987

334-43

HAYWOOD COUNTY, NORTH CAROLINA
 DEED REGISTER
 REGISTERED BY
 CHARLES H. JAY
 NOTARY PUBLIC
 HAYWOOD COUNTY, N.C.
 A NOTARY OR NOTARIES PUBLIC IS CERTIFIED TO BE CORRECT. 1980 P.M.
 REGISTRATION THIS 12 DAY OF August 1982 AT 4:00 O'CLOCK P.M. IN
 BOOK 334 PAGE 443
 NAME OF THE FOREGOING CERTIFICATE: NAME OF JOHN I. JAY

all such lots and parcels; to create privity of contract and estate between the Grantors of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective Owners present and future.

I. DEFINITIONS

The following terms used in this Declaration are defined as follows:

A. "Board" means the Board of Directors of Pioneer Ridge Homeowners Association, Inc.

B. "By-Laws" means the By-Laws of the Association.

C. "Common Areas" means all roadways, easements for public and private utilities, pedestrian and recreation easements, and any other property (real or personal or mixed) or interest therein which the DECLARANT declares to be a Common Area and/or which the Association acquires and accepts as such.

D. "Association" means Pioneer Ridge Homeowners Association, Inc., a North Carolina Non-Profit corporation with its principal place of business in Haywood County, North Carolina, which Association is operated pursuant to the Chapter thereof recorded in the Corporation's Book 12 at Page 310 of the Haywood County Registry.

E. "Declarant" means ~~XXXXXXXXXX~~, Jr. and Pioneer Ridge Corporation, ITS heirs, successors and assigns.

F. "Declaration" means the Declaration of Protective Covenants for Pioneer Ridge dated the 1st day of June, 1984, A.D., and as the same may be supplemented or amended from time to time.

G. "Development" means all that certain property described in that Deed recorded in Deed Book 351, Page 235, Haywood County Registry, and any amendments thereto, or any other properties subsequently made a portion of the Subdivision by the DECLARANT pursuant to the provisions of

this Declaration.

H. "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antenna, and any other structure of any type or kind or any land clearing whatsoever.

I. "Lot" means any parcel of land separately described, located within the property together with an appurtenant easement for pedestrian and vehicular egress, ingress, and regress thereto over and across each road abutting said lot which is shown on any recorded plat or referred to in any deed. The boundary of a lot shall be as defined on any plat or in any deed except that no portion of a lot shall lie within any road right-of-way shown thereon or referred to therein.

J. "Owner" means:

- (1) Any person, firm, corporation, or other legal entity (including the DECLARANT) who or which holds fee simple title to any lot.
- (2) Any person, firm, corporation, or other legal entity who has contracted to purchase fee simple title to any lot pursuant to a written agreement, in which case under said agreement the former owner shall cease to be the "Owner" of said lot for the purposes of this Declaration for so long as the said agreement is in effect.

K. "Plat" means the map or plat of the Development or maps or plats of the Development as they may be from time to time recorded.

L. "Single-Family Dwelling" means the residential dwelling for more than one or more persons, each related to the other by blood, marriage, or legal adoption or, alternately, a group of not more than four (4) adult persons not so related who shall maintain a common household in such dwelling.

M. "Supplemental Declaration" means any future Declaration made by the DECLARANT which incorporates the provisions of this Declaration therein by reference and which shall apply to property being annexed to the Development by the DECLARANT according to the terms and provisions contained hereafter.

II. RESIDENTIAL RESTRICTIONS

The following shall be applicable to all lots within the Development and each Owner, as to his lot or parcel, covenants to observe and perform the same.

A. Lots shall be used for residential purposes only. No lot shall consist of less than one acre, and no lot shall be divided or subdivided into less than one acre.

B. Only one (1) single-family dwelling, and such accessory out-buildings as are usually incident thereto, shall be permitted on any lot.

C. No single-family dwelling may consist of less than 750 square feet of enclosed heated space on one level and a total of 1,000 square feet (exclusive of any basement area, irrespective of whether or not the same may be enclosed and heated carports, patios or terraces).

D. No structure may be placed or erected upon any lot which shall lie or rest within twenty-five (25) feet of any line of said lot.

E. No improvement shall be made to any lot within the Sub-Division without the express written approval of the Environmental Control Committee as defined and described in Article IV herein.

F. Construction of any improvements upon any lot, once commenced, shall be completed within eighteen (18) months. Improvements not so completed or upon which construction has ceased for one hundred eighty (180) consecutive days, or which have been totally or partially destroyed and not rebuilt within eighteen (18) months shall be deemed to be nuisances. The DECLARANT and/or the Association may remove any such nuisance or repair or complete the same at the cost of the Owner of the lot upon which said nuisance may exist. The owner of any lot upon which construction of a house is occurring shall pay a fee of \$200.00 to the Association road maintenance fund in addition to the regular road maintenance fee. This additional \$200.00 charge will help defray damage done to the roads by construction equipment.

G. All lots, whether occupied or unoccupied, and all improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly,

unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and/or employees to rectify such offensive situations and the cost of such undertakings shall be added to and become a part of the annual assessment to which a lot is subject. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from the performance of any services herein authorized.

H. No outside toilets shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank or other form of sewage disposal system approved by the appropriate governmental authority. No such waste disposal system shall be placed within one hundred (100) feet of any existing well.

I. Fences and all property lines shall be kept free and clear and open; no fences, hedges, or walls shall be permitted upon the property line without the prior approval of the Environmental Control Committee.

J. No noxious or offensive activities or nuisances shall be permitted on any lot.

K. No person, except the DECLARANT, shall erect or maintain upon any lot or improvement any sign or advertisement; this prohibition, however, shall not apply to a small property identification sign placed upon the lot which gives the family name of the Owner and/or the name of the house which name has been designated by the Owner.

L. No animals shall be kept or maintained on any lot except the usual household pets, provided the same shall be kept reasonably confined on said lot so as not to become a nuisance. However, horses or cattle may be kept on a lot of at least 2 acres in size with a minimum of 1.25 acres for each horse or steer and said animals shall be stabled not closer than 200 feet from any adjacent lot and their pasture securely fenced.

M. No Owner shall accumulate on his lot any form of junk, inoperable vehicles, litter, refuse, or garbage (except in receptacles provided for such purposes).

N. Fuel storage tanks on any lot shall be either buried below the surface of the ground or, alternately, screened to the satisfaction of the Environmental Control Committee. Every receptacle for ashes, rubbish, or garbage shall be installed underground or be so placed and kept as not to be visible from any street or other lot within the Development, except at the times when such refuse collections are made.

O. No travel trailer, mobile homes, relocatable dwelling, tent, lean-to, or other temporary shelter may be placed or erected on any lot except during the construction of the lot owner's permanent house.

P. No timber cutting shall be conducted upon subject property unless the same is conducted for the personal firewood use of the lot owner or unless necessary for clearing of a house or barn site or for creating a lawn or for fencing pasture land, or thinning for better growth.

Q. There shall be no access from any lot on the perimeter of the Development to any lands adjacent to such perimeter lot and no Owner may grant a right-of-way through his lot for the purpose of affording access to property not within the Development. This provision shall not apply to the DECLARANT or their successors and assigns.

R. Each Owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his lot as may be reasonably required for proper drainage.

S. Except with the express written and recorded consent of the Association, no lot shall be further sub-divided nor shall the lines of any lot be rearranged, moved or relocated.

T. No oil or gas wells shall be drilled on any lot, nor shall there be any excavation for the extraction of minerals on any lot. No earth shall be removed from a lot except for construction of a residence and driveway and in those instances, excavation shall not commence until a reasonable time prior to commencement of construction. No industrial waste may be used as landfill or contaminated oil on roadway.

III. THE ENVIRONMENTAL CONTROL COMMITTEE

A. General Powers: All improvements constructed or placed on any lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvements proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering, and geologic reports and recommendations.

B. Committee Membership: The Committee shall be composed of three (3) members, to be appointed by DECLARANT. Committee members shall be subject to removal by DECLARANT and any vacancies from time to time existing shall be filled by appointment of DECLARANT, or in the event of DECLARANT's failure to do so within two (2) months after any such vacancy, then by the Association through action of the Board. The power to appoint or remove Committee members shall be transferred to the Association when ninety percent (90%) of all the property in the Development has been sold by DECLARANT.

C. Grounds for Disapproval: The Committee may disapprove any application:

- (1) If such application does not comply with this Declaration;
- (2) Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height, or style of the proposed improvements, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon; or,
- (3) If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvements will be inharmonious with the Development, or with the improvements erected on other lots.

D. Rules and Regulations: The Committee shall, from time to time adopt written rules and regulations of general application governing its procedures which shall include,

among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

E. Variances: The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other lots.

F. Certification of Compliance: At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such forms as it shall furnish, from the contractor, Owner, or a licensed surveyor that such improvement does not violate any set-back, ordinance, or statute nor encroach upon any easement or right-of-way of record.

G. Administrative Fees: As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-eighth (1/8) of one percent (1%) of the estimated cost of the proposed improvement, subject to a minimum fee of Twenty-Five Dollars (\$25.00). No additional fee shall be required for resubmissions.

H. Liability: Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, DECLARANT, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

I. Appeals: Any applicant shall have the right to

appeal to the Board from any decision of the Committee within thirty (30) days after entry of such decision.

IV. THE ASSOCIATION

A. General: The Association is a North Carolina Non-Profit corporation organized to further and promote the common interests of property Owners in the Development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

B. Membership: The members of the Association shall consist of:

- (1) Every person, firm, corporation, or other legal entity having a vested possessory interest in any lot;
- (2) The spouse and/or children of a member described in subparagraph (1) above who have the same principal residence as such member;
- (3) Persons who may be tenants or regular occupants of residences situated within the development, provided that their term of membership shall terminate upon the conclusion of their possession thereof;
- (4) Persons who by virtue of contractual agreements with the Developer are entitled to membership in the Association; and,
- (5) Persons who are registered guests or invitees of Pioneer Ridge and/or its appurtenant cottages (as well as other persons who are guests and/or invitees of said parties), provided that their term of membership shall terminate upon the conclusion of their guest/invitee status.

C. Rights, Privileges, and Obligations: The rights, duties, privileges, and obligations of membership in the Association are as set forth in its Articles and By-Laws, and shall include the right to collect a fee to maintain the roads within the property.

V. ASSESSMENTS

A. General: Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy assessments against all lots in the Development.

B. Collection and Lien: The amount of the assessment levied by the Association shall be paid to it on or before the date or dates fixed by resolution of the Board. If any assessment is not paid within thirty (30) days of the due date thereof, the amount of such assessment (together with interest computed at the simple rate of eight per cent (8%) per annum from and after the due date thereof) and any cost of collection (including reasonable attorney's fees, if any) shall at the option of the Board constitute and become a lien upon said lot as of the due date thereof upon the filing notice thereof with the Haywood County Clerk of Superior Court (which notice shall be filed within 120 days from the due date of the assessment). In such instance, the services rendered by the Association for the benefit of such lot and for which an assessment is levied shall be deemed to have been performed on the due date of such assessment and to "improve" the subject lands and/or create an "improvement" thereon as defined in Chapter 44A, Article II, Part I of the General Statutes of North Carolina; the lien arising therefrom shall constitute a "lien of mechanics, laborers, and materialmen dealing with the owner", and such lien may be perfected and enforced pursuant to the provisions of said Part I. The lien created hereby shall not, however, be superior to any institutional mortgage or Deed of Trust recorded prior to the filing of the Notice of Claim of Lien or any other statutory lien having priority or otherwise provided by law. Any action to enforce said lien may, at the Association's option, include a prayer for collection of assessments levied against the lot since the filing date of the Notice of Claim of Lien. The Association may purchase the property at any sale thereof contemplated under section 44A-14 of the General Statutes of North Carolina.

C. Alternate Collection Remedies: The Association may at its election simultaneously pursue each and every other remedy which it may have available to it for the enforcement and collection of any delinquent assessments.

D. Estoppel and/or Proof of Payment: At any time upon request, the Association shall furnish to any member a written statement certifying the amount of assessments levied against his lot and the balance of such assessments then due. Such written statement shall estop the Association from the making of any contrary claims against any person, firm, corporation or other legal entity (other than the requesting member) who may have taken affirmative action and detrimental reliance upon said statement.

E. Suspension: The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any Owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid in full.

VI. EASEMENTS

A. Reservations: The following easements over each lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such easements are reserved to DECLARANT, their heirs, administrators, successors and/or assigns:

- (1) Utilities: A five (5) foot wide strip running along the inside of all lot lines (except those lot lines coincident with street rights-of-way lines) for the installation, maintenance, and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces, or anchors or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots in connection with such installation, maintenance, and operation.
- (2) Other Easements: Any other easements shown on any recorded Plat.

(3)

The DECLARANT has reserved the fee to all roadways shown on any Plat of the property and the fee therein shall not be conveyed by implication upon the conveyance of any Lot.

B. Use of and Maintenance by Owners: The areas of any lots affected by the easements reserved herein shall be maintained continuously by the Owner of such lot, but no structures, plantings, or other material shall be placed or

permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.

C. Liability for Use of Easements: No Owner shall have any claim or cause of action against DECLARANT or its licensees arising out to the exercise of non-exercise of any easement reserved hereunder or shown on the Plat, except in cases of willful, wanton misconduct.

VII. ANNEXATION

A. Property to be Annexed: DECLARANT may, from time to time and it its sole discretion annex to the Development any other real property owned by DECLARANT which is contiguous or adjacent to or in the immediate vicinity of the Development.

B. Manner of Annexation: DECLARANT shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:

- (1) Describe the real property being annexed and designate the permissible uses thereof;
- (2) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Areas; and,
- (3) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration. Upon the recording of such Plat and Supplemental Declaration the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration.

VIII. REMEDIES

A. Enforcement: DECLARANT and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuance, or violation of any provisions of this Declaration, and the Court in such action may award the

successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. Suspension of Privileges: The Board may suspend all voting rights, if any, of any Owner for any period during which any Association assessment against such Owner remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board.

C. Cumulative Rights: Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

IX. GRANTEE'S ACCEPTANCE

Each Grantee or Purchaser of any lot or parcel shall, by acceptance of a Deed or other instrument conveying title thereto, or the execution of a contract for the purchase thereof, whether from DECLARANT or a subsequent Owner of such lot or parcel, accept such Deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges, and immunities of DECLARANT and of the Association. By such acceptance such Grantee or Purchaser shall for himself, his heirs, assigns, devisees, personal representatives, grantees, successors, lessees, and/or lessors, covenant, consent, and agree to and with the DECLARANT and the Grantee or Purchaser of each other lot to keep, observe, comply, and perform the covenants, conditions, and restrictions contained in this Declaration.

X. SEVERABILITY

Each provision of this Declaration is hereby declared to be independent of and severable from every other provision

hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XI. CAPTIONS

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XII. TERM AND AMENDMENT

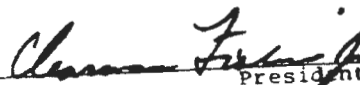
The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2004, A.D., after which time the same shall be extended for successive periods of ten (10) years each upon the affirmative vote of a majority of the Voting Members of the Association.

This Declaration may be amended by the affirmative vote of a majority of the Owners of all lots in the Development entitled to vote and by the subsequent recordation of an amendment to this Declaration duly executed by (a) the requisite number of such Owners required to effect such amendment or, (b) by the Association, in which latter case such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such amendment, certified by the Secretary of the corporation.

IT WITNESS WHEREOF, the DECLARANT has executed this Declaration on the day and date first above written.

DECLARANT:

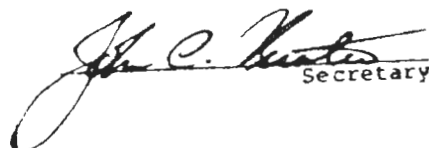
PIONEER RIDGE CORPORATION

By:  (SEAL)
President



(Corporate Seal)

ATTEST:


Secretary

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, a Notary Public of the County and State aforesaid, certify that JOHN C. HERSTEN, personally came before me this day and acknowledged that he is the Secretary of PIONEER RIDGE CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by him as its secretary.

Witness my hand and notarial seal, this 1st day of June, 1984.



Vicki W. James
Notary Public

My Commission Expires:

May 15, 1985

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

The foregoing certificate of Vicki W. James is certified to be correct. This instrument was presented for registration and recorded at 12:26 o'clock P.m., in Deed Book 351, Page 237.

This 1 day of June, 1984.

Charles Howell
Register of Deeds
By David H. Justice

560

TRANSFER MADE ON TAX RECORD

DATE 3/1/85

[Signature]

1.50

Excise Tax 1.50

Haywood County, North Carolina

Filed for registration on the 21 day of March 1985

recorded in Book 358

page 637 and verified

Charles Howell
Register of Deeds

By *Judith M. Justice* Deputy

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to Alley, Killian & Kersten, PA

This instrument was prepared by John C. Kersten/AK&K

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of March, 1985, by and between

GRANTOR

GRANTEE

PIONEER RIDGE CORPORATION

CLEARMAN I. FRISBEE, JR. and wife,
PAMELA PARROTT FRISBEE

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the OLMISTON Waynesville Township, Haywood County, North Carolina and more particularly described as follows:

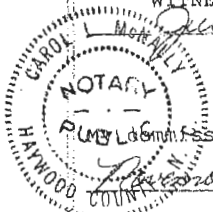
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

STATE OF NORTH CAROLINA
HAYWOOD COUNTY

I, a Notary Public of said State and County do hereby certify that JOHN C. KERSTEN personally came before me this day and acknowledged that he is Secretary of PIONEER RIDGE CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

1986

WITNESS my hand and notarial seal this 15th day of July, 1986.



Carol McNally
Notary Public

My commission expires: December 14, 1990

STATE OF NC, COUNTY OF Haywood

I, Ann Hines Davis, a Notary Public of the State and County aforesaid do hereby certify that ROBERT H. CARDENAS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 15 day of July, 1986.

Ann Hines Davis
Notary Public

My commission expires: 5-12-91

STATE OF NC, COUNTY OF Haywood

I, Ann Hines Davis, a Notary Public of the State and County aforesaid do hereby certify that ALVINA S. CARDENAS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 15 day of July, 1986.

Ann Hines Davis
Notary Public

My commission expires: 5-12-91

NORTH CAROLINA HAYWOOD COUNTY

AND CERTIFICATE NAMELY OF Carol McNally
Ann Hines Davis A NOTARY PUBLIC WHOSE QUALIFICATION IS CERTIFIED TO BE CORRECT. FILED FOR
THIS 15 DAY OF July, 1986 AT 3:20 O'CLOCK P.M.
BOOK 371 PAGE 63

Charles D. Howell
REGISTER OF DEEDS
HAYWOOD COUNTY
Sherril H. Carver, Deputy

EXHIBIT A to Deed from Pioneer Ridge Corporation to Clearman I. Frisbee, Jr. and wife, Pamela Parrott Frisbee

COMMENCING at the northwesternmost corner of the 6.194 acre Sheehan tract (Deed Book 349, page 344, Haywood County Registry) and runs thence with the centerline of right of way North 21° 54' 09" West 25.51 feet; thence on a curve to the right having a radius of 100 feet an arc distance of 103.42 feet to a point; thence an arc distance of 104.95 feet to a point; thence North 87° 57' 50" East a distance of 199 feet to the POINT OF BEGINNING; thence North 08° 47' 04" West a distance of 114.65 feet to a point in the centerline of a road right of way; thence on a curve to the left having a radius of 13 feet, a length of 16.19 feet to a point; thence North 48° 39' 03" East 63.46 feet to a point; thence North 50° 21' 53" East 192.09 feet to a point; thence South 65° 49' 14" East 28.06 feet with a three foot branch to a point marked by an iron which point is a common corner with a certain 1.404 acre parcel to be conveyed to Walter and Julie Rice; thence running from said point which is located in the center of a thirty foot right of way running with the center line of said right of way six calls as follows: On a curve to the left with a radius of 36.50 feet an arc distance of 39.96 feet to a point; thence South 11° 27' 52" East a distance of 119.24 feet; thence on a curve to the right having a radius of 41 feet an arc distance of 61.55 feet; thence South 74° 32' 51" West a distance of 104.68 feet; thence on a curve to the right having a radius of 181 feet an arc distance of 53.53 feet; thence South 87° 57' 50" West a distance of 66.01 feet to the BEGINNING, and containing 1.000 acres as per survey and plat of James T. Herron, R.L.S., bearing date of February 28, 1984 and revised January 29, 1985, Drawing Number 1622-328-A.

SUBJECT TO the right of way hereinabove described to which Grantor herein retains and reserves a right of use and the right to convey additional rights of way over the same.

TOGETHER WITH and INCLUDING a non exclusive right of way over and across an existing road running from the above described property to that certain right of way which appears in Plat Book F, at page 13, Haywood County Registry. Said right of way described as running down the centerline of said existing road from the POINT OF BEGINNING of the above described parcel to the Point of Commencement hereinabove recited and thence from said Point of Commencement down the centerline of said existing road thirty three (33) calls as follows to the intersection of said right of way with the right of way as shown on the plat recorded in Plat Book F, at page 13, Haywood County Registry: On a curve to the right with a radius of 264.71 feet an arc distance of 103.53 feet to a point; South 00 deg. 30 min 59 sec. East 21.99 feet to a point; on a curve to the right with a radius of 102.00 feet an arc distance of 120.82 feet to a point; South 67 deg. 20 min. 56 sec. West 75.35 feet to a point; on a curve to the left with a radius of 107.00 feet an arc distance of 89.11 feet to a point; South 19 deg. 37 min. 51 sec. West 14.07 feet to a point; on a curve to the left with a radius of 218.00 feet an arc distance of 71.99 feet to a point; on a curve to the right with a radius of 87.43 feet an arc distance of 39.88 feet to a point; on a curve to the left with a radius of 50.00 feet an arc distance of 36.51 feet to a point; South 14 deg. 59 min. 30 sec. East 6.84 feet to a point; on a curve to the right with a radius of 185.00 feet an arc distance of 76.20 feet to a point; South 08 deg. 36 min. 33 sec. West 79.79 feet to a point; on a curve to the left with a radius of 34.00 feet an arc distance of 54.39 feet to a point; South 83 deg. 02 min. 19 sec. East 9.94 feet to a point; on a curve to the left with a radius of 94.25 feet an arc distance of 39.71 feet to a point; on a curve to the right with a radius of 40.68 feet an arc distance of 42.67 feet to a point; on a curve to the right with a radius of 42.27 feet an arc distance of 60.27 feet; on a curve to the right with a radius of 42.27 feet an arc distance of 13.20 feet to a point; on a curve to the right with a radius of 195.00 feet an arc distance of 44.53 feet to a point; South 65 deg. 34 min. 38 sec. West 69.36 feet to a point; on a curve to the right with a radius of 244.00 feet an arc distance of 76.21 feet to a point; on a curve to the left with a radius of 114.82 feet an arc distance of 39.29 feet to a point; South 67 deg. 17 min. 15 sec. West 41.67 feet to a point; on a curve to the left with a radius of 35.00 feet an arc distance of 67.86 feet to a point; South 43 deg. 47 min. 32 sec. East 92.32 feet to a point; on a curve to the left with a radius of 149.00 feet an arc distance of 48.61 feet to a point;

AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS
PIONEER RIDGE

1985

THIS AMENDMENT made this 20th day of February, 1985, A.D., Pioneer Ridge Corporation, a North Carolina Corporation (hereinafter referred to in the neuter singular as "The Declarant").

RECITALS:

1. Declarant has previously promulgated and caused to be placed of record in the Haywood County, North Carolina Registry at Deed Book 351, page 237, a DECLARATION OF PROTECTIVE COVENANTS PIONEER RIDGE.

2. Said Declaration contains in paragraph I. Definitions in sub paragraph D. "Association" a reference to the recorded Chapter (six) of the Pioneer Ridge Homeowners Association, Inc., which said reference is erroneous by reason of a scrivener's error.

3. Declarant desires to correct said erroneous reference.

NOW, THEREFORE, Declarant amends the Declaration of Protective Covenants Pioneer Ridge previously recorded in Deed Book 351, page 237 by the deletion of subparagraph D. "Association" in paragraph I. Definitions as the same appears in Deed Book 351 at page 238 and the substitution in its stead of the following language:

D. "Association" means Pioneer Ridge Homeowners Association, Inc., a North Carolina Non-Profit corporation with its principal place of business in Haywood County, North Carolina, which Association is operated pursuant to the Charter thereof recorded in the Corporation Book 12 at page 853 of the Haywood County Registry.

In all other respects the Declaration of Protective Covenants Pioneer Ridge shall remain the same.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and date first above written.

DECLARANT:

Pioneer Ridge Corporation
as original Declaraton and
as the owner of a majority
of all lots in the
Development.

By: Clearman I. Frisbee (Seal)
Clearman I. Frisbee
as President



(Corporate Seal)

ATTEST:

John C. Kersten
John C. Kersten as Secretary

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, a Notary Public of the County and State aforesaid do hereby certify that JOHN C. KERSTEN personally came before me this day and acknowledged that he is Secretary of PIONEER RIDGE CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this 11th day of February, 1985.

My Commission Expires:

May 15, 1985

Wicki W. James
Notary Public

NORTH CAROLINA, HAYWOOD COUNTY

EACH OF THE FOREGOING CERTIFICATES, NAMELY OF Wicki W. James

A NOTARY OR NOTARIES PUBLIC IS CERTIFIED TO BE CORRECT. FILED FOR

REGISTRATION DATE 21 DAY OF Feb 1985 AT 2:55 O'CLOCK P. M. BY Chas. Starnell

BOOK 358 PAGE 22

REGISTER OF DEEDS
HAYWOOD COUNTY

NORTH CAROLINA
HAYWOOD COUNTY

RIGHT-OF-WAY DEED

11354

1986

THIS RIGHT-OF-WAY DEED, made and entered into this the ^{15th} day of July, 1986, by and between PIONEER RIDGE CORPORATION, a North Carolina Corporation, hereinafter referred to as "Grantor"; and ROBERT H. CARDENAS, and wife, ALVINA S. CARDENAS, hereinafter referred to as "Grantee";

W I T N E S S E T H:

WHEREAS, Grantor is the owner of a tract of land located in Waynesville Township, Haywood County, North Carolina, described in that certain Deed recorded in Deed book 35, Page 235, Haywood County Registry; and

WHEREAS, Grantor has agreed to convey a joint road right-of-way with Grantor as hereinafter specifically described over and across said tract of Grantor to the Grantee for the use and benefit of that tract of Grantee described on that certain plat titled "Robert H. and Alvina S. Cardenas, Walnut Creek", recorded in Plat Cabinet "B", Slot363-J, Haywood County Registry;

NOW THEREFORE, Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, has bargained, sold and conveyed, and by these presents does bargain, grant, sell and convey to Grantee and their successors in title, a perpetual road right-of-way 15 feet in width, the easterly edge of which runs with the centerline of the existing road as presently constructed and in existence as follows:

That portion of the 30-foot right-of-way as is located on the grantor's property as the same is shown on the Western boundary of that certain plat titled "Plat prepared for Robert H. and Alvina S. Cardenas, Walnut Creek", by Western Carolina Land Surveying, Keith J. Plemmons, R.L.S., of record in Plat Cabinet "B", Slot363-J, Haywood County Registry.

TO HAVE AND TO HOLD, said right-of-way and easements jointly with the Grantor to Grantee and its successors in title as aforesaid, in perpetuity.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

PIONEER RIDGE CORPORATION, a North Carolina Corporation

By: Charles James Foster Jr. (SEAL)
President

ATTEST:



John C. Hunter
Secretary

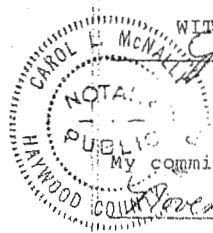
Robert H. Cardenas (SEAL)
Robert H. Cardenas

Alvina S. Cardenas (SEAL)
Alvina S. Cardenas

371-63

STATE OF NORTH CAROLINA
HAYWOOD COUNTY

I, a Notary Public of said State and County do hereby certify that JOHN C. KERSTEN personally came before me this day and acknowledged that he is Secretary of PIONEER RIDGE CORPORATION, a corporation existing under the laws of the United States of America, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.



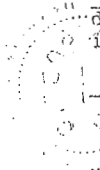
WITNESS my hand and notarial seal this 15th day of July, 1986.

Carol L. McNally
Notary Public

My commission expires:
November 14, 1990

STATE OF N.C., COUNTY OF Haywood

I, Ann Hines Davis, a Notary Public of the State and County aforesaid do hereby certify that ROBERT H. CARDENAS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and notarial seal this the 15 day of July, 1986.

Ann Hines Davis
Notary Public

My commission expires:
5-12-91

STATE OF N.C., COUNTY OF Haywood

I, Ann Hines Davis, a Notary Public of the State and County aforesaid do hereby certify that ALVINA S. CARDENAS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and notarial seal this the 15 day of July, 1986.

Ann Hines Davis
Notary Public

My commission expires:
5-12-91

NORTH CAROLINA, HAYWOOD COUNTY
EACH OF THE FOREGOING CERTIFICATES, NAMELY OF Carol L. McNally
Ann Hines Davis A NOTARY OR NOTARIES PUBLIC IS CERTIFIED TO BE CORRECT. FILED FOR
RECORD ON THIS 15 DAY OF July 1986, AT 3:20 O'CLOCK P.M. IN
BOOK 371 PAGE 67

Charles L. Howell
REGISTER OF DEEDS
HAYWOOD COUNTY

By Sharon L. Cannon
Deputy

This agreement made this 15th day of July, 1986 by and between PIONEER RIDGE CORPORATION, hereinafter called "First Party", and ROBERT H. CARDENAS and wife, ALVINA S. CARDENAS, hereinafter called "Second Party";

WITNESSETH:

WHEREAS, First Party and Second Party have agreed to share the maintenance cost of a certain road right-of-way running through Second Party's real property; and

WHEREAS, both parties hereto desire to set forth their agreement by this written instrument;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained the parties hereto hereby agree as follows:

1. Second Party agrees to maintain that certain 40-foot wide road right-of-way as the same is now depicted and shown on that certain plat entitled "Robert H. and Alvina S. Cardinas" titled "WALNUT CREEK", said plat of record in the Haywood County Registry in Plat Cabinet "B", Slot 363-J, which said right-of-way runs in a generally Westerly direction from the Northeasternmost point of the property shown on said hereinabove referenced plat to a point in the Western boundary contiguous with the boundary of the property owned by First Party (hereinafter called "Walnut Creek Road").
2. Second Party agrees to do such maintenance as is necessary to provide an all weather surface for the passage of vehicles and pedestrians over the road as the same now exists within the 40-foot right-of-way referred to above, including the maintenance and repair of the road bed, road surface, shoulders, ditches and culvert; and First Party agrees to do the same as to roads within First Party's property known as Pioneer Ridge Subdivision.
In the event the road serving Pioneer Ridge Subdivision and running from the Easterly boundary thereof in a generally Easterly direction to Plott Circle (hereinafter called "Plott Circle Connector") is permanently abandoned or becomes permanently impassable, First Party shall pay 80% of the maintenance cost hereinafter referred to in Paragraph 3 instead of 60%. If Plott Circle Connector becomes temporarily impassable so that vehicular traffic from and to Pioneer Ridge Subdivision over the road hereinabove referred to in Paragraph 1 is increased as a result, First Party shall likewise pay 80% of the maintenance cost for maintenance of the "Walnut Creek Road" during such period of increased traffic.
3. First Party agrees to pay to Second Party, within sixty (60) days after Second Party submits a statement, an amount equal to sixty (60%) percent of the cost of such maintenance of the road referred to in Paragraph 1 above.
4. Both parties agree that the First Party's duty to pay said cost may be assigned to the homeowner's association known as Pioneer Ridge Homeowner's Association, Inc., a North Carolina Corporation now in existence and that the payments in that event shall be made by and out of the funds of the Pioneer Ridge Homeowner's Association, Inc., which such association funds are derived from assessments on the property owners within the Pioneer Ridge Subdivision as the same is described in that certain Declaration of Covenants, Conditions and Restrictions for Pioneer Ridge of record in Deed Book 351, Page 237, Haywood County Registry, as amended.
5. In addition, First Party or its hereinabove referred to assigns shall pay to Second Party the sum of Seventy-five (\$75.00) Dollars as a road impact fee for any home built or developed (payable upon commencement of such construction) within the property described in the herein-above referred to Declaration of Covenants,

Conditions and Restrictions, which such impact fee likewise shall be paid by the Pioneer Ridge Property Owner's Association, Inc. from their funds derived by assessments made pursuant to such Declaration of Covenants, Conditions and Restrictions.

6. Second Party agrees that this Agreement shall inure to the benefit of and shall be assigned to and be binding upon any homeowner's or property owner's association caused to be formed by Second Party for the property described in the hereinabove referenced recorded plat.
7. The agreement to share the road maintenance expense shall extend only to the property described herein and, in the event either party desires to extend the provisions of this agreement for any additional property whether now owned by or hereinafter acquired by the parties hereto, the parties hereto agree to attempt to negotiate a new agreement for the division of the road maintenance expenses.
8. In the event First Party disagrees with the amount expended by second party for road maintenance, both parties hereto shall have the right to submit such dispute to binding arbitration pursuant to the American Arbitration Association.
9. Part of the consideration of the parties hereto for the execution of this agreement shall be the payment by First Party to Second Party of the sum of One Thousand (1,000.00) Dollars and the mutual exchange by each party to the other of certain road right-of-way agreements, copies of which are attached hereto as cumulative Exhibit "A".
10. This agreement shall inure to the benefit of and be binding upon the heirs, executors, and assigns of the parties hereto but only as such parties are successors in title to the lands hereinabove described, or are the specifically named property owner's association in existence or to be formed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

PIONEER RIDGE CORPORATION

BY: Clarence James Finley (SEAL)
President

ATTEST:

John C. [Signature]
Secretary

Robert H. Cardenas (SEAL)
Robert H. Cardenas

Alvina S. Cardenas (SEAL)
Alvina S. Cardenas

NORTH CAROLINA

RIGHT-OF-WAY DEED

HAYWOOD COUNTY

1986

THIS RIGHT-OF-WAY DEED; made and entered into this the day of July, 1986, by and between ROBERT H. CARDENAS and wife, ALVINA S. CARDENAS, hereinafter referred to as "Grantor"; and PIONEER RIDGE CORPORATION, a North Carolina Corporation, hereinafter referred to as "Grantee";

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land located in Waynesville Township, Haywood County, North Carolina, described in that certain plat titled "Robert H. and Alvina S. Cardenas, Walnut Creek", and recorded in Plat Cabinet "B", Slot 363-J Haywood County Registry; and

WHEREAS, Grantor has agreed to convey a road right-of-way as hereinafter specifically described over and across said tract of Grantor to the Grantee for the use and benefit of tracts of Grantee described in a Deed recorded in Deed Book 351, Page 235, Haywood County Registry; including portions of said land so described and conveyed by Grantee herein to various owners subsequent to the recordation of said Deed in Deed Book 351, Page 235, Haywood County Registry, and also for the use and benefit of the land specifically excluded by references to various Deed Books and Pages in said Deed in Deed Book 351, Page 235, Haywood County Registry.

NOW THEREFORE, Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, has bargained, sold and conveyed, and by these presents does bargain, grant, sell and convey to Grantee and their successors in title, a perpetual road right-of-way 40-feet in width, the centerline of which runs with the centerline of the existing road as presently constructed and in existence as follows:

That certain road right-of-way 40-feet in width as the same is now shown and described on that certain plat titled "Plat Prepared for Robert H. and Alvina S. Cardenas, Walnut Creek", by Western Carolina Land Surveying, Keith J. Plemmons, R.L.S., of record in Plat Cabinet , Slot , Haywood County Registry, as said road right-of-way runs in a generally Western direction from the Northeasternmost corner of said plat to a point on the contiguous boundary with the property owned by Pioneer Ridge Corporation, Deed Book 351 , Page 235, Haywood County Registry.

TO HAVE AND TO HOLD, said right-of-way and easements to Grantee and its successors in title as aforesaid, in perpetuity.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Robert H. Cardenas (SEAL)
Robert H. Cardenas

Alvina S. Cardenas (SEAL)
Alvina S. Cardenas

PIONEER RIDGE CORPORATION, a North Carolina Corporation

By: *Charles Dean Fitch* (SEAL)
President

ATTEST:
John S. Kuster
Secretary

371-71

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date so indicated.

CORPORATE SEAL

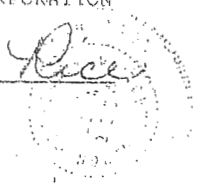
PIONEER RIDGE CORPORATION

Attest:

BY:

Sherry B. Rice
President

[Signature]
Secretary



STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

I, a Notary Public of said State and County do hereby certify that Sherry B. Rice personally appeared before me and acknowledged that he is the Secretary for PIONEER RIDGE CORPORATION, a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Sherry B. Rice as its Secretary.

Witness my hand and official stamp or seal, this 30 day of October, 1987.

My Commission Expires: 11/1/92

Deborah Hoffenberg
Notary Public

Walter P. Rice
WALTER P. RICE

Julia J. Rice
JULIA J. RICE

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

I, a Notary public for said County and State, do hereby certify that WALTER P. RICE AND JULIA J. RICE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of October, 1987.

My Commission Expires: 10/1/92

Deborah Hoffenberg
Notary Public

NORTH CAROLINA HAYWOOD COUNTY

EACH OF THE FOREGOING CERTIFICATES SHALL BE CORRECT, FILED FOR

REGISTRATION THIS 3 DAY OF Nov. 1987 AT 9:20 O'CLOCK A. M. IN

BOOK 325 PAGE 29

Ch. Greenwell
REGISTER OF DEEDS
HAYWOOD COUNTY

9831

1988

AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS
PIONEER RIDGE

THIS AMENDMENT made this 19th day of September, 1988, A.D., by ROBERT H. CARDENAS and wife, ALVINA CARDENAS and BERNARD FRIEDKIN and wife, MARILYN FRIEDKIN (hereinafter referred to in the neuter singular as "The Declarant").

RECITALS:

WHEREAS, Declarant's Predecessor has previously promulgated and caused to be placed of record in the Haywood County, North Carolina Registry at Deed Book 351, page 237, a DECLARATION OF PROTECTIVE COVENANTS PIONEER RIDGE; and

WHEREAS, said Declaration contains in paragraph II RESIDENTIAL RESTRICTIONS, in sub paragraph c., a reference to a minimum dwelling size which Declarant desires to amend; and

WHEREAS, said Declaration contains in paragraph II RESIDENTIAL RESTRICTIONS in sub paragraph f. a provision for the payment of a fee of \$200 to the road maintenance fund during construction of a house upon any lot, and for completion of construction with eighteen (18) months, which Declarant desires to amend; and

WHEREAS, said Declaration contains in paragraph II RESIDENTIAL RESTRICTIONS, subparagraph l. a provision permitting the keeping of horses or cattle under certain circumstances, which Declarant desires to amend; and

WHEREAS, said Declaration contains in paragraph II RESIDENTIAL RESTRICTIONS, subparagraph p. a provision permitting timber cutting, which Declarant desires to amend:

NOW, THEREFORE, Declarant amends the DECLARATION OF PROTECTIVE COVENANTS OF PIONEER RIDGE in the following manner:

1. Paragraph II c. is amended by the deletion of the words "750 square feet of enclosed heated space on one level and a total of 1,000 square feet" and the insertion in their stead of the words "1000 square feet on one level and a total of 1500 square feet".

2. Paragraph II f. is amended by the addition of the following sentence at its conclusion, "This \$200 charge shall be paid prior to the commencement of construction," and by the deletion of the words "eighteen (18) months" wherever they appear and the insertion in their stead of the words "twelve (12) months."

3. Paragraph II l. shall be amended by the deletion of the last sentence thereof so as to remove any specific reference to horses and cattle.

4. Paragraph II p. shall be amended by the deletion of said paragraph II p. in its entirety and the substitution of the following sentence in its stead, "No timber cutting of any timber larger than eight (8) inches in diameter shall be conducted upon the subject property, unless necessary for clearing of a housesite or driveway."

393-568

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In all other respects the Declaration of Protective Covenants of Pioneer Ridge shall remain the same.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and date first above written.

Robert H. Cardenas
Robert H. Cardenas

Alvina Cardenas
Alvina Cardenas

Bernard Friedkin
Bernard Friedkin

Marilyn Friedkin
Marilyn Friedkin

STATE OF NORTH CAROLINA
COUNTY OF JACKSON COUNTY

I, a Notary Public of the County and State aforesaid, certify that Robert H. Cardenas and wife Alvina Cardenas, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 19th day of September, 1988.

Joann S. Gate (Syons)
Notary Public

My Commission expires:
March 20, 1990

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, a Notary Public of the County and State aforesaid, certify that Bernard Friedkin and wife Marilyn Friedkin, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 19th day of September, 1988.

Joann S. Gate (Syons)
Notary Public

My Commission expires:
March 20, 1990

NORTH CAROLINA HAYWOOD COUNTY
EACH OF THE FOREGOING CERTIFIED TO BE CORRECT. FILED FOR
REGISTRATION BY Joann S. Gate (Syons)
BOOK 393 page 562 SEPT 28 4:00 P.M. IN
REGISTER OF DEEDS
HAYWOOD COUNTY

Prepared by & Return to: *John C. [unclear]* 8950

AMENDMENT TO

REGISTERED
BOOK 437 PAGE 1422

DECLARATION OF PROTECTIVE COVENANTS SEP -1 PM 4:17

PIONEER RIDGE

Helene J. Davis
REGISTER OF DEEDS
HAYWOOD COUNTY, N.C.

29, AUG. 1993

THIS AMENDMENT made this 29th day of August 1993
by ROBERT H. CARDENAS and wife, ALVINA CARDENAS, and BERNARD FRIBDKIN
and wife, MARILYN FRIEDKIN, hereinafter called "Successor Declarant".

WITNESSETH

WHEREAS, the original Declaration of Protective Covenants of Pioneer Ridge recorded in Deed Book 351, Page 237, Haywood County Registry, provided in Paragraph I titled "DEFINITIONS" in sub-paragraph E titled "DECLARANT" that the Declarant meant Pioneer Ridge Corporation, its heirs, successors and assigns; and

WHEREAS, the Successor Declarant herein is the successor in interest to the property described in said original Declaration of Protective Covenants; and

WHEREAS, the property described in said Declaration is described in Paragraph G under the heading "DEFINITIONS" and meant and means all that certain property described in that deed recorded in Deed Book 351, Page 235, Haywood County Registry; and

WHEREAS, Successor Declarant herein is the titleholder of said described property and, as such, becomes the Declarant.

NOW, THEREFORE, Successor Declarant herein does hereby amend the said Declaration of Protective Covenants of Pioneer Ridge, said amendment to be applicable only to the remaining portion of the original property to which said original Declaration was applicable, said remaining portion as now owned by Successor Declarant as of the date of recording of this amendment and said amendment to read as follows:

VI. EASEMENTS in Sub-Paragraph A titled Reservations shall be amended by the addition of a paragraph (3) which paragraph (3) shall read as follows: "An easement to trim or top trees on any Lot to permit a view of the mountains from an adjoining Lot(s). Such trimming or topping shall be done in a manner consistent with proper horticultural practice and with due consideration to the environmental and aesthetic impact upon the Lot where said trees are located."

In all other respects, the Declaration of Protective Covenants of Pioneer Ridge shall remain the same.

001422

437-1422

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

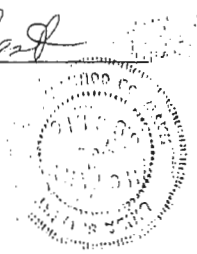
I, Linda S. West, a Notary Public for said County and State, do hereby certify that ROBERT H. CARDENAS and wife, ALVINA CARDENAS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29 day of August, 1993.

Linda S. West
Notary Public

My Commission Expires:

My Commission Expires 10-08-97



STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

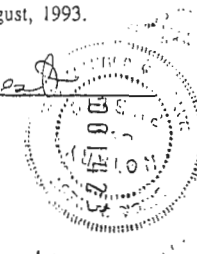
I, Linda S. West, a Notary Public for said County and State, do hereby certify that BERNARD FRIEDKIN and wife, MARILYN FRIEDKIN, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29 day of August, 1993.

Linda S. West
Notary Public

My Commission Expires:

My Commission Expires 10-08-97



STATE OF NORTH CAROLINA, HAYWOOD COUNTY
The foregoing certificate of Linda S. West

is certified to be correct.

This 29 day of September, 1993 Book 437 Page 142

Helen F. Davis

Register of Deeds
HELEN F. DAVIS

By: Bmy Romney

Prepared by: Steve Wall - extension of covenant

December 15, 2003

On October 27th 2003 the Pioneer Ridge Homeowners Association voted to extend the Protective Covenants of Pioneer Ridge for an additional ten years expiring January 1, 2014. The vote cast was 18 for, 0 against and 13 abstained.

Page 250 of Deed Book 351 under XII. Term and Amendment. It should read as follows under paragraph 1:

The provisions of this declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the development until January 1, 2014 A.D. after which time the same shall be extended for successive periods of ten (10) years each upon the affirmative vote of a majority of the voting members of the association.

The above attested to by the Pioneer Ridge Homeowners Association Board of Directors:

B. J. Cook [Signature]
Date 12/15/03

Jack Shaffer [Signature]
Date 12/24/03

Velda Davis [Signature]
Date 12/29/03

Steve Wall [Signature]
Date 12/24/03

Daniel Miller [Signature]
Date 12/29/03

 Terri Potter
My Commission DD003326
Expires February 21, 2005

[Signature]
B.J. Cook
Produced DLAS ID
12-15-2003

North Carolina
Haywood County
I, Chris Henson do hereby certify that Jack Shaffer, Velda Davis, Steve Wall and Daniel Miller personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this 29th day of December, 2003

 CHRIS HENSON
NOTARY PUBLIC
HAYWOOD CO. NC

[Signature]
Chris Henson
Notary Public

My Commission expires 01/25/05

State of North Carolina, Haywood County
The Foregoing Certificate(s) of CHRIS HENSON /NP
is (are) Certified to be Correct
This Instrument was filed for Registration on this 31st Day of
December, 2003 in the Book and Page shown on the First Page hereof.
Amy R. Murray By: [Signature]
Deputy

PREPARED BY: JOHN C. KERSTON, ESQ

12727

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

This Easement granted this 30th day of October, 1987 by PIONEER RIDGE CORPORATION hereinafter called first party to WALTER F. RICE and wife, JULIA J. RICE, hereinafter called second party;

WITNESSETH

WHEREAS, first party previously conveyed to second party a certain parcel of land described in Deed Book 358 at page 698; and

WHEREAS, it was the intention of first party to convey to second party certain water rights;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. First party hereby grants to second party its heirs, successors and assigns in title the right to utilize water from a certain spring. The spring and the rights thereto are more specifically set forth in that certain Deed of Record in Deed Book 372, at Page 812, Haywood County Registry.

2. The right of second party herein to utilize said water shall be jointly with the other users thereof and second party herein, their successors and assigns in title shall have both the right to maintain said spring and the line running therefrom to the property of second party and the duty of sharing the cost of maintaining said spring and line on a pro rata basis with the other users thereof.

3. The right to this spring and lines is non-exclusive and shall inure to the benefit of the land owned by second party, said land described in Deed Book 358 at Page 698, Haywood County Registry.

4. The cost of maintenance of said spring and water line and water collection system shall be paid by the users thereof and shall any party cease to use said water source, the duty to contribute to the cost of maintenance shall likewise cease.

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