

**BYLAWS, COVENANTS, RESTRICTIONS AND STANDING RULES
OF THE LINVILLE MOUNTAIN ACRES HOMEOWNERS ASSOCIATION**

Revised at the 15 October 2022 Annual Meeting

BYLAWS OF THE LINVILLE MOUNTAIN ACRES HOMEOWNERS ASSOCIATION

The Linville Mountain Acres Home Owners Association, a Corporation not for profit under the laws of the State of North Carolina, herein after referred to as "The Association," sets forth these bylaws:

ARTICLE I: Purpose

1. "The Association" is organized for the purpose of: defining and enforcing the Declaration of Covenants, Conditions, and Restrictions of the Linville Mountain Acres Subdivision as recorded in Book 306 at pages 31 through 36, Plat Book 4, page 105, in the McDowell County Public Registry, herein after referred to as "The Declarations"(see APPENDIX "A").
2. Defining and enforcing the "Restrictions" (see APPENDIX "B") as recorded in Book 321 at pages 722 through 725 in the McDowell County Public Registry.
3. Promoting, enhancing, and preserving the natural beauty of the Linville Mountain Acres and Linville Forest subdivisions, and the safety, health, and welfare of the owners of property located in each subdivision.
4. Enforcing the Bylaws of "The Association."
5. According to the Declarations, Article III, Section 3, "The Association" is to "adopt Bylaws to govern its ordinary affairs, to which all lot owners shall be subject." Therefore, the Bylaws dated 2015 have been developed from these two (2) core documents to establish the standards of "The Association."

ARTICLE II: Location of Principal Office

The principal office of "The Association" shall be located at the home of the duly elected and current President of "The Association," or at any other such place as may be established by a resolution of the Board of Directors of "The Association."

ARTICLE III: Membership, Voting, Quorum, and Proxies.

1. The qualification of membership shall be as provided in Article III, Section 1, and Section 2, of "The Declarations."
2. All memberships being of the same Class A shall be entitled to one vote per lot. Where a lot is owned by more than one person, a corporation, or any other entity, the vote of the owner or owners shall be cast as they determine among themselves. If a conflict of the vote among the owners is reported to the Board of Directors, the lot voting privileges will be revoked and the vote will not be counted until the owners resolve the issue. To prevent future voting conflicts, the Board of Directors may request the owners to submit a signed Certificate of Designated Voter, which the Association Secretary will keep on file.
3. Votes may be cast either in person or by proxy. Proxies shall be valid for the particular meeting designated in the proxy and will expire at the conclusion of that meeting. Proxies must be filed with the Secretary of "The Association" at or before the time of such meeting.
4. "The Association" shall be required to give all notices entitled to be given to members under these bylaws or "The Declarations," to the person or persons shown on the most current records of "The Association" as owners of any lot until changed by transfer of deed.
5. A quorum for the purpose of conducting business at any meeting of "The Association" shall consist of at least twenty five percent (25%) of the voting membership of "The Association" in good standing voting in person or by proxy.
6. Only those members whose monetary accounts with "The Association" are current at the start of the annual meeting may vote at the annual meeting.
7. The voter requirement is the same for any other meeting of "The Association."

ARTICLE IV: Meetings of the Membership of "The Association"

1. The date and time of the Annual Meeting of "The Association" will be provided in the annual meeting letter of notice. The notice of the meeting will provide the location address. The letter of notice to all members is to be no fewer than ten (10) days or no more than thirty (30) days prior to the date of such meeting.
2. Special meetings of the membership of "The Association" may be called by the President of "The Association." Any member may petition the Board of Directors for a special meeting to discuss a specific subject. Members are encouraged to utilize this petition process only when time dictates that the issue to be discussed cannot be delayed until the annual meeting or Board of Directors meeting.
3. Notice of any meeting of "The Association" must be given in writing to all owners of any lot, regardless of who is certified to vote for that lot. Special meetings may be called with as little as thirty (30) days notice. The notice of the annual meeting is to be given to the members according to paragraph IV, 1., above.
4. If a quorum is not present at the annual meeting, either in person or by proxy for any meeting, then the meeting, by a vote of those present, in person or by proxy, may be adjourned either until a quorum is present or the meeting is cancelled. However, the budget can be approved to pay only recurring expenses or for an emergency issue such as caused by weather or fire. Subsequently, the Board of Directors may call another Annual Meeting if a quorum was not achieved within thirty (30) days. Only a twelve and a half percent (12 1/2) % quorum of the lot owners is required to conduct any business related to the membership for the secondary Annual Meeting.
5. In any meeting of the membership of "The Association," the President of the Association shall preside. In the event of the absence of the President, the Vice President of "The Association" shall preside. In the event of the absence of both the President and Vice President, the Treasurer will preside or those attending may elect a chairperson to preside over the meeting.
6. The order of business or agenda at the Annual Meeting and at any other meeting shall be as follows:

- a. calling of the roll and certification of proxies.
- b. proof of notice of the meeting.
- c. reading of minutes of previous Annual, Board or Special Meeting.
- d. reading of the Financial Statement by the Treasurer.
- e. reading of reports of other officers or committee chairpersons.
- f. old or unfinished business from previous meetings.
- g. new business.
- h. nomination and election of directors/officers or directors and officers.
- i. adjournment.

ARTICLE V: The Board of Directors

1. The affairs of "The Association" shall be managed by the Board of Directors of The Association. The Board of Directors shall consist of nine (9) members. Five (5) will be appointed as officers of the Board of Directors. Other members will serve on the Road Committee or other committees as appointed by the board.

2. The Board of Directors shall have annual meetings, according to Article VIII sections 1 and 2, and such other meetings as may be called by the President of the Association or by a quorum of the Board. Five (5) members represent a quorum of the Board of Directors.

3. Any Board of Director may be removed or recalled, with cause, at a special meeting called by at least twenty (20) % of the membership of "The Association" and by a vote of the majority of the members of "The Association." Any vacancy to the Board of Directors created is effective immediately and shall be filled by the membership at the same meeting. Any director removed or recalled shall be notified immediately either in person or by certified mail. Members of "The

Association" not in attendance at such removal or recall meeting are to be notified immediately by mail.

4. Any board member may resign at any time by a written notice or resignation. Any Board of Director subject to removal or recall will have the option of resignation prior to the calling of a meeting to remove or recall. All Board of Director documents must be returned to the Board at the time of recall or resignation.

ARTICLE VI: Election of the Board

1. Nominations for election to the expiring seat(s) on the Board of Directors shall be made by a nominating committee appointed by the current sitting Board of Directors. The names will be submitted to the membership with the Notice of Annual Meeting. Any member may make additional nominations for election to the Board of Directors from the floor at the Annual Meeting or by proxy. Anyone nominated for a Board position must agree to serve before the nomination can be considered for voting.

2. Three (3) members of the nine (9) total members of the Board of Directors shall be elected at each annual meeting by majority vote. The vote will be counted in person and by proxy. The tenure of the term is for three (3) years, replacing the members whose terms are due to expire. A board member may be elected for successive three-year terms.

3. Newly elected board members will take office immediately at the conclusion of the Annual Meeting. The outgoing Board of Directors has no official power after the election of the new Board of Directors and with the conclusion of the Annual Meeting. At the conclusion of the annual meeting, the newly elected Board of Directors will appoint officers of the Board and other committee assignments.

4. If a Board member resigns prior to the completion of his or her three (3) year term, the remaining Board members shall appoint a new Board member to complete the resigning Board member's term. This appointment must be ratified at the next Annual Meeting of the Association. If this position is not ratified, then a new member of the Board must be elected from the floor to complete the remaining three (3) year term.

5. The Board of Directors will not include two (2) or more members from any immediate family.

6. Any Association member elected to the Board of Directors cannot accept any compensation for work related to the Association. In-kind work of any sort will not be accepted from any Association member in lieu of payment of dues. Purchase of materials by an owner for use in volunteer work for "The Association" may be reimbursed, if the expense is preapproved by the Board of Directors.

ARTICLE VII: Powers and Duties of the Board of Directors

1. The Board of Directors shall have the power:

a. to call meetings of the membership.

b. to appoint and remove at pleasure all officers, agents, committees, and employees of "The Association," and to prescribe their duties.

c. to define and explain the Restrictions as recorded in Book 321 at pages 722 through 725 in the McDowell County Public Registry and to establish whatever legal remedies are necessary, including fines, liens and court action, to insure their compliance. The major restrictions include: no mobile homes, only residential dwellings with a minimum of 800 square feet, foundations of block or cement, completed exterior within a year, no temporary structures such as trailers, shacks, tents, garages, or barns. Only buildings permanent in nature will be allowed. No permanent structure shall encroach upon the road easement of "The Association".

d. to establish, levy, assess, and collect any dues or special assessments as they deem necessary to carry out the activities of "The Association" and to take whatever legal action is necessary, including fines, liens, and court action, for the collection of such dues and assessments that may be in arrears from a previous fiscal year.

e. to assess fees and penalties in the event "The Association" prevails in an action taken under paragraph VII c or d. All legal fees, collection costs, and other

miscellaneous costs plus an additional fifteen (15) % will be assessed the defendant member.

f. to exercise for "The Association" all powers, duties, or authority vested in them by "The Association," except those reserved to members in "The Declarations."

g. to authorize Emergency Assessments for a specific purpose, but not for a general raising of revenue for "The Association."

h. to authorize and cause "The Association" to enter into contracts to carry out the duly authorized business of "The Association."

i. to empower and recommend to the membership additional restrictions deemed necessary for the continued benefit of the members and their property; such additional restrictions must be approved by a majority vote of the membership, voting in person or by proxy.

2. It shall be the duty of the Board of Directors:

a. to document all records of its acts and decisions and those of "The Association."

b. to supervise all officers, agents, and contractors of "The Association."

c. to ensure the payment of all bills, expenses and taxes when due and to have two Board member approvals for any invoice (other than recurring expenses) before payment is issued.

d. to define and enforce by appropriate legal means the provisions of these bylaws and "The Declarations" as recorded in Book 306 at pages 31 through 36 in the McDowell County Public Registry.

ARTICLE VIII Meetings of Directors

1. The organizational meeting of a new Board shall be held within thirty (30) days following the annual meeting of "The Association."

2. The annual meeting of the Board of Directors shall be held at least ninety (90) days prior to the annual meeting of "The Association." At such time the Board shall establish new dues and assessments, review the budget, and prepare the notice of annual meeting and agenda (including the nomination of new board members) to be mailed to the membership of "The Association" per Article IV, Item 1 of the bylaws.

ARTICLE IX: Officers

1. The officers of "The Association" shall be a President, a Vice President, a Secretary, a Treasurer, a Director of Roads and Grounds, and any other such officers as the Board of Directors shall deem necessary.
2. The officers of "The Association" shall be appointed by the Board after election.

ARTICLE X: Duties of the Officers

1. The President shall be the presiding officer of the Board of Directors. In addition the President shall be the spokesman for "The Association," a signatory to all contracts, agreements, and payments between the "The Association" and third parties.
2. The Vice President shall assume the duties of the President during the absence of the President.
3. The Secretary of the Board of Directors shall keep records of all votes and proceedings of meetings of the Board and the membership. The Secretary shall prepare notices of meetings and forward them to the membership in writing along with any documents required by the Board. Following the annual meeting, the Secretary shall prepare within sixty (60) days and mail to all members an Annual Report of the meeting and the annual Financial Statement prepared by the Treasurer.
4. The Treasurer shall receive and deposit in appropriate bank accounts, all the monies of "The Association" and shall also disburse funds of projects as directed by the Board. The Treasurer shall keep proper books of account and shall be one of the two approvals required for disbursements other than recurring expenses.

Inspection of all books of account shall be available to all members immediately upon reasonable request.

5. The Board of Directors shall prepare an annual budget for "The Association" at least thirty (30) days prior to the beginning of the next fiscal year.

6. The Treasurer is to prepare a list of the members of "The Association" and their current and past assessments, such list to be kept current, and to reflect the total outstanding balance for each member. This list is to be filed at the office of "The Association" and to be made available to any member of "The Association" immediately upon demand. Their names and amounts due will be recorded on the year-end Treasurers report to the Association.

7. The Treasurer shall collect and owners are required to pay an assessment of \$1,500.00 at the start of construction on a dwelling. The start of construction is defined as the date of the McDowell County Building Permit.

8. The Treasurer shall notify and collect a road assessment for any new building permits issued by McDowell County to a lot owner. If the Road Committee determines any new construction road repairs are in excess of the \$1,500 assessment, referenced in Article X-7 above, the lot owner will be held liable for the additional cost.

9. The Director of Roads and Grounds will be the Chairperson of the Road Committee. This group is responsible for the improvement and maintenance of all roads in Linville Mountain Acres and Linville Forest from Hwy 221 entrance throughout both sections of the subdivision. Being the major user of funds of the Association, the Director of Roads and Grounds Committee shall prepare an annual report. This report will indicate planned expenses for the coming year. It will be presented to the Board of Directors prior to the annual meeting of the membership. Board of Directors members who are not officers will serve on this committee as well as other members of the Association who volunteer.

ARTICLE XI: Board of Director Relationships

A Board member may also hold a position of an Officer. In such case the Board of Director members shall be elected at the annual meeting per Article VI of these bylaws. Immediately after the election the new Board of Directors shall appoint one of the new Directors to each of the Officer positions. All Directors will not be appointed to an Officer position, but a President, Vice President, Secretary, and a Treasurer must be appointed from the elected Directors.

ARTICLE XII: Fiscal Management

1. The Fiscal Year of "The Association" is July 1 through June 30.
[Changed in 2017 via IRS Form 1128 to be calendar year, January 1 through December 31. See Amendments.]
2. The Treasurer shall prepare a year-end financial statement, a copy of which will be available at the annual meeting and which is to be sent to all members with the Annual Report following the annual meeting.
3. Even though "The Association" and its Board of Directors will take reasonable steps to maintain the Road System, they are not insurers of the safety and condition of the Road System or of the safety and well-being of persons who drive or ride on the Road System. Each Owner and other people using the Road System have the responsibility to exercise a high level of caution at all times. When using the Road System each driver assumes certain inherent risks of driving on mountain roads which have curves, turns, cross over hills, and unpaved sections.
4. A reserve emergency fund will always be maintained in the amount of \$6,500. If the funds are depleted from the money market account, the monies will be replaced before any other projects are approved which require distribution of funds.
5. Starting January 1, 2023, the HOA will charge a transfer fee when property(ies) changes ownership. The fee will be sent to the closing attorney handling the property transfer to be assessed to the buyer along with all other closing costs.

ARTICLE XIII: Miscellaneous

1. Commercial Signs - All members of the Association are responsible for disseminating this information to their realtors, renters and anyone else that may have an occasion to put up signs.

a.) There are to be no signs at or near the entrance to Linville Mountain Acres / Linville Forest except to advertise "The Association Annual Meeting" or notice of road repairs or paving projects as directed by the Road Committee.

b.) No sign shall be larger than (2' x 2').

c.) The sign shall be placed no closer to the road than 6 feet from the edge of the road.

d.) The "For Sale" sign shall be placed only on the seller's lot or lots.

e.) This document prohibits the display of any political signs.

ARTICLE XIV: Lot Divisions

Individual lots may be divided, but lots cannot be combined. Annual Association dues apply to all sub-divided lots. Association Members must notify the Association Board of Directors in writing indicating; which lot is to be divided, name/number of new lots, approximate location of the new boundaries, and the effective date of the division.

ARTICLE XV: Burning

Any outdoor burning of debris or construction materials requires a permit from the Ashford-North Cove Fire Department Hwy 221.

ARTICLE XVI: Books and Records

The books and records and other papers of "The Association" shall be available at the office of "The Association" and subject to inspection by any and all members of "The Association."

ARTICLE XVII: Amendments

These bylaws may be amended, altered, or repealed by a vote of a majority of the members of "The Association" voting in person or by proxy. A copy of the proposed amendment must be mailed to each member at least ten (10) days before the meeting.

ARTICLE XVIII: Indemnification of Board of Directors

"The Association" shall indemnify any members of the Board of Directors or officer of "The Association" made a party to or threatened to be a party to any threatened, pending or completed claim, action, or suit in any civil, criminal, or administrative proceeding. An Insurance Policy will be obtained and paid annually by "The Association" to protect the Board of Directors.

ARTICLE XIX: Conflicts

These bylaws were adopted by "The Association" following the approval of the majority of the voting members of "The Association" at the Annual Meeting in 2015 and as such constitute the governing bylaws of "The Association." Any conflict between "The Declarations" and the bylaws of "The Association" shall be governed by "The Declarations."

AMENDMENTS:

By majority vote of "The Association" at the annual meeting on October 15, 2016, the following bylaws amendment was approved:

ARTICLE XII, Section 1, fiscal year changed.

By majority vote of "The Association" at the annual meeting on October 15, 2022, the following bylaws addition was approved:

ARTICLE XII, Section 5, new section added.

APPENDIX "A"

This is a shortened, paraphrased version on the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LINVILLE MOUNTAIN ACRES SUBDIVISION as recorded in Book 306 at pages 31 through 36 in the McDowell County Public Registry.

Any conflict between the Declarations and Appendix "A" shall be governed by the Declarations.

WITNESSETH:

Pisgah Properties, Inc. (Declarant) is the owner of the property recorded in Plat Book 4 at Page 105 in the McDowell County Public Registry. Pisgah Properties, Inc. declares that all the property shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions. The purpose is to protect the value and desirability of the properties.

ARTICLE I.

DEFINITIONS

"Association" shall mean the Linville Mountain Acres Homeowners Association, Inc. its successors and assigns.

"Owner" shall mean the recorded owner of any lot which is a part of the property.

"Property" shall mean the real property shown on Plat Book 4 at Pages 105 in the Office of the McDowell County Register of Deeds and shall also mean and refer to additional phases of Linville Mountain Acres Subdivision as they are developed and sold by the Declarant.

"Lot" shall mean and refer to any plot of land or tract shown on the recorded subdivision plats.

"Dwelling Unit" shall mean the separate ownership of enclosed living quarters upon a lot.

ARTICLE II.

PROPERTY RIGHTS AND ASSOCIATION'S DUTIES

Section 1. Owners' Easement of Enjoyment

Every owner shall own to the center line of the private road on which his tract abuts. The Association has an easement over all roads in the property for the use of all owners and dwelling units to provide access to all lots or dwelling units. This is subject to the following provisions:

- (a) The Association has the right to establish an assessment to be paid by each owner. The assessment is for the maintenance, upkeep and repair of the roads and road rights-of-way within the property. The assessment is to be held by the Association in a road maintenance fund. The Declarant is exempt from the assessments. The assessment is for each lot and is due and payable on January 1 of each year. The Board of Directors of the Linville Mountain Acres Homeowners Association, Inc. may increase the assessment by up to 15% over the previous year's assessment without a vote of the membership. A vote of the membership is required if the increase is more than 15% over the previous year's assessment. By December 15 of each year, the Board of Directors will give written notice to each owner for the annual assessment affixed to their lot or lots. In addition to the annual assessment, the Association may levy a supplemental annual assessment if the normal assessment is inadequate to pay the necessary expenses of maintenance, upkeep and repair to the roads and road rights-of-way. This supplemental annual assessment must be approved by a majority vote of the members at a duly called meeting.
- (b) The Association has the right to suspend the voting rights of an owner if the assessment(s) against his lot is unpaid. The Association has the right to enforce collection of unpaid assessments.
- (c) No longer applicable.

Section 2. The Association may levy an assessment to provide other programs and benefits to the owners as deemed necessary and is approved by a 75% vote.

ARTICLE III.

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Every owner of an unimproved lot, and/or a dwelling unit which is subject to assessment shall be a member of the Association. Membership must be appurtenant to and may not be separate from ownership of any lot or dwelling unit which is subject to assessment.

Section 2. All members are now Class A members. Class A members shall be entitled to one vote for each lot or dwelling unit owned. When more than one person owns an interest in a lot or dwelling unit, all such persons shall be members. The vote for such lot or dwelling unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or dwelling unit.

Section 3. The Association shall have officers consisting of a President, Secretary, Treasurer and such other officers as the members shall elect, and shall adopt by-laws to govern its ordinary affairs, to which all owners shall be subject.

Section 4. Meetings shall be held on call of the President with not less than ten (10) nor more than thirty (30) days written notice to the owners, and at least once annually. Voting shall be by majority with fifty percent (50%) or more present constituting a quorum.

Section 5. There shall be three (3) members of the Board of Directors of the Association. (The Association assumes this to mean at least three.) The Directors shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two (2) Directors.

ARTICLE IV.
MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the power to levy assessments for roads and road rights-of-way maintenance and repair with each owner being responsible for such annual assessment. The Association shall have such rights and powers as are necessary to collect said assessments, including the right to institute civil actions for recovery of the same plus reasonable attorney's fees.

Section 2. The assessments levied by the Association will be used exclusively to promote the safety and welfare of the owners by providing well maintained streets and roads within the property. (The Association assumes this to mean that the road assessments will be used strictly for the roads and road rights-of-way but that the assessments mentioned in Article II, Section 2 may be used for the purpose intended.)

ARTICLE V.
CONVEYANCE OF ROADS AND ROAD RIGHTS OF WAY

Declarant by deed will convey an easement to be used in common with others over the road rights-of-way within the property to the Association for the purpose of maintenance of the roads and rights-of-way as private streets.

ARTICLE VI.
GENERAL RESTRICTIVE COVENANTS

All lots and dwelling units of the property are subject to the Restrictions described in Appendix "B" of the Bylaws of the Association. These Restrictions shall be binding and effective for such period of time as is set forth in Appendix "B".

APPENDIX "B"

RESTRICTIONS

WHEREAS, Linville Forest, Inc., a North Carolina corporation with its principal place of business in Mecklenburg County, North Carolina, is the owner of a certain tract of land known as Linville Forest Subdivision, as shown on a plat thereof recorded in Plat Book 4* at Page 158* in the McDowell County Public Registry;

and

WHEREAS, Linville Forest, Inc., the owner of all the tracts shown on said plat, now desires for the use of itself, its successors and assigns and future grantees to place and impose certain protective covenants and restrictions upon all the tracts shown on said plat numbered 1* through 14*, inclusive;

NOW, THEREFORE, in consideration of the premises, Linville Forest, Inc., for itself, its successors, assigns and future grantees, does hereby place and impose upon all the tracts shown on said plat the following restrictions:

1. Said tracts shall be used for residential purposes only. Any dwelling constructed upon a tract shall contain a living area of a minimum of eight hundred (800) square feet. All dwellings must be newly constructed upon said property (and no house from any other location nor any portion of a former house shall be moved upon any tract for purposes of erecting a house thereon). No structure placed on any tract shall have an exterior, other than the foundation, of either block or cement block.
2. No mobile homes shall be allowed on any tract at any time; however, nothing herein contained shall be construed to prevent the property owner from parking or storing a travel trailer on his property.
3. No tract may be further divided into two or more smaller tracts of land during the time that Linville Forest, Inc., its successors or assigns, is financing the purchase of any of said tracts, without the express written consent of Linville Forest, Inc., its successors or assigns.

4. Any dwelling constructed upon a tract must have its exterior completed within one year subsequent to commencement of construction, except with the written consent of Linville Forest, Inc., which written consent Linville Forest, Inc. agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.
5. No structure of a temporary nature shall be erected or allowed to remain on any tract, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently.
6. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners and occupants of other tracts adjoining the above-described property.
7. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any tract.
8.
 - A. The obligation for the repairs and maintenance of the private roads shown on the aforesaid plat shall be the responsibility of the Linville Mountain Acres Homeowners Association, Inc. with the owners of each tract, except as set forth in the Declaration of Covenants, Conditions and Restrictions attached hereto and recorded in Book 306 at Page 31, as amended in Book 307 at Page 261 in the McDowell County Public Registry, being responsible for payment of the assessments levied by the Linville Mountain Acres Homeowners Association, Inc., which assessments shall be the personal obligation of the owners of each tract. Each owner shall be obligated to pay an amount equal to one hundred twenty-five percent (125%) of the assessments for road maintenance and repairs levied by the Association for maintenance and repair costs in connection with private roads in Linville Mountain Acres subdivision as well as on the aforesaid plat.
 - B. In the event that the ownership of any tract fails and refuses, after demand by the Linville Mountain Acres Homeowners Association, Inc., to pay said assessments, then the Linville Mountain Acres Homeowners Association, Inc. shall have a lien against said tract and may enforce

collection of said assessment together with reasonable attorney's fees, by any and all remedies afforded at law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessments shall be a charge against the property.

- C. It is understood and agreed that the judgment as to whether or not said private roads are in need of maintenance and repair and the judgment as to what expenditure, if any, shall be made for said maintenance and repairs, shall require an affirmative vote of a majority of the Board of Directors of Linville Mountain Acres Homeowners Association, Inc.
9. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
10. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until August 1, 2008, at which time they shall be automatically extended for successive periods of ten years, unless by the vote of a majority of interest of the then owners of the above-described property it is agreed to change, amend, or revoke the restrictions in whole or in part.

* Note: There are a number of tracts of land in the Linville Mountain Acres and Linville Forest subdivisions for which there is a separate Plat Book and Page number (Example - Plat Book 4 at Page 158) referring to a specific set of tracts/lots (Example - numbered 1 through 14) and the recording in the Court House begins on the page shown in the upper right-hand corner of the document (Example 321 722).

Another tract is shown in Plat Book 4 at Page 167 and refers to lots 15 and 35 through 53 and the recording begins on page 324 638.

All tracts in the Linville Mountain Acres and Linville Forest subdivisions are covered by these bylaws in accordance with the recorded Declaration of Covenants, Conditions and Restrictions of Linville Mountain Acres Subdivision.

STANDING RULES & REGULATIONS

A - Administration

- A1) The Linville Mountain Acres Homeowner Association Standing Rules and Regulations are maintained by the HOA board and can be updated at any time by a majority vote of the board members. These will be posted on the HOA website (lmahoa.com).
- A2) The HOA board will make reasonable efforts to inform all current owners of any changes to these standing rules; however, it is the owner's responsibility to obtain a copy.
- A3) Owners are responsible for the actions of their renters and guests, including vendors and contractors. Owners are to instruct their renters and guests of the rules and regulations of the subdivision.
- A4) Violations of these rules could incur fines to the property owner of up to \$100 dollars per incident per day.

B - Neighborhood

- B1) Any damage caused to any property under the ownership of the HOA (roadways, signs, gates, bridges, etc.) or other private property, by a property owner, guest or tenant will be the responsibility of the property owner.
- B2) Quiet time in the entire subdivision is 10:00 PM to 8:00 AM. Any excessively loud noise, as deemed by the HOA, will be considered a violation. Sounds project louder and farther on the mountainsides, so care should be taken when having conversations outdoors at any time.
- B3) All garbage shall be packed in kitchen-size (13 gallon) bags ONLY and placed inside the dumpster. Trash bags must never be placed outside the dumpsters. Property owners shall be responsible for any cleanup costs incurred by the HOA in addition to the fines for violation of the posted dumpster rules. Limit is two kitchen-sized trash bags per week per house. Dumpster capacity is very limited.
- B4) There is no smoking near the mail house, dumpsters or in wooded areas.
- B5) Any lights installed on an owner's property should be positioned so that the light shines only on the owner's property and does not create a nuisance for others.
- B6) A mailbox assigned to an owner must be checked at least once per month by the owner.

- B7) Owners are responsible for the eradication of invasive species (e.g. kudzu) on their property. The HOA reserves the right to take necessary actions to protect the community, even outside the HOA's road easement. Ongoing monitoring and treatments may be required for multiple years. Owners are responsible for any costs or fees incurred by themselves or by the HOA.**

C - Roads

- C1) No parking on road shoulders and easements where two cars cannot safely pass each other. The HOA board uses a standard recommended by the fire department of 20ft on straightaways and 30ft on curves. Any exceptions to this standard must be approved by the HOA board. The HOA is not liable for any damage to any owner's personal property.**
- C2) No obstructions (rocks, fencing, structures, etc.) are permitted on road shoulders where two cars cannot safely pass each other.**
- C3) Abide by the road rules: no speeding. The subdivision speed limit is 20 mph.**
- C4) Traffic going downhill must yield to traffic coming uphill. I.e., both drivers are expected to slow down and pull off the road as much as possible; however, the driver going downhill should position themselves and stop if necessary, so that the uphill driver does not have to stop.**
- C5) Any heavily loaded vehicles or those with more than two axles must use the concrete ford, not the bridge.**
- C6) The HOA will arrange for snow/ice removal at its discretion. Homeowners, guests, and tenants assume full responsibility for any and all damage and accidents, which may occur due to/during inclement weather.**

D - Animals

- D1) Owners, renters, and guests are to control their pets so they will not be a nuisance to others.**
- D2) All dogs must have a current rabies vaccination, and evidence of such vaccination must be provided to the Board upon request and will be on file at the HOA. Any Pet Owner shall immediately pick up and remove any solid animal waste deposited by such pet on any Association Roads or Association-controlled property.**

- D3) In no event may animals be kept, raised, or bred for commercial purposes.**
- D4) No feeding of wildlife mammals for any reason. All pet food should be kept secured from access to wildlife at all times.**

E - Safety & Security

- E1) Owners and guests (under the direct supervision of the owners) are the only individuals allowed to shoot guns or other weapons within their property boundaries. Practice proper gun safety.**
- E2) Property owners and long-term tenants (6 mo. or more) shall receive a permanent gate code. All other visitors and tenants shall use an assigned gate code. Only the property owner is authorized to give appropriate gate codes to any guest, vendor, or tenant accessing their property.**
- E3) No hunting is allowed within the property limits of the Association.**
- E4) Any fireworks, outside burning (wood, yard waste, etc.), or wood-burning fire pits are strictly prohibited on any property unless first approved by the board and are used with a permit to burn acquired through the Ashford-North Cove Fire Department or online at ncforests-service.gov. Any burning must be under the direct supervision of the owners at all times. Gas outdoor fires in a contained, manufactured device approved for such use is permitted. Suitable fire suppression equipment (such as shovels, water hoses, large-fire fire extinguishers, etc.) must be present and ready for use. The risk of fire on the mountain is very high; safety is the number one priority.**