

**AMENDED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SWEETBRIAR FARMS**

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

**AMENDED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SWEETBRIAR FARMS**

This Amended Declaration of Covenants and Restrictions pertain and apply to all subdivision lots in the planned community known as Sweetbriar Farms, located in Chimney Rock Township, Rutherford County, North Carolina, including all of those lots shown on various plats recorded, in phases, in the Rutherford County Registry in Plat Book 25 at Page 40, in Plat Book 25 at Pages 84, 85 & 86, in Plat Book 25 at Page 97, in Plat Book 25 at Pages 127 & 128, in Plat Book 25 at Page 183, in Plat Book 26 at Page 28, in Plat Book 26 at Page 90, in Plat Book 27 at Page 221, and in Plat Book 40 at Page 142.

This Amended Declaration of Covenants and Restrictions for Sweetbriar Farms shall supersede and replace entirely the Declaration of Covenants and Restrictions of Sweetbriar Farms recorded in Book 841, Pages 66-72, Rutherford County Registry, as well as any other covenants and restrictions for Sweetbriar Farms heretofore recorded in the Rutherford County Registry.

This Amended Declaration of Covenants and Restrictions for Sweetbriar Farms is adopted and made applicable to Sweetbriar Farms by the Sweetbriar Farms Property Owner's Association, Inc., the duly formed North Carolina non-profit corporation that manages Sweetbriar Farms ("the POA"), in accordance with North Carolina General Statute §47F-2-117.

The POA, for the use and benefit of all members of the POA and all lot owners in Sweetbriar Farms, and for the use and benefit of all successors and assigns of all lot owners in Sweetbriar Farms, does place and impose hereby on lots in Sweetbriar Farms the covenants and restrictions set forth in this Amended Declaration of Covenants and Restrictions as follows.

- 1) a) No manufactured Housing (i.e. single or double-wide mobile homes) that are initially sold with a title or certificate of origin will be allowed to be placed on any lot in Sweetbriar Farms. However, modular homes with all wood framing (i.e. floor support beams and floor joist) along with Log and custom-built homes having at least 1,200 square feet of heated living space not including decks, garages and /or basements, will be allowed.

b) No "large" satellite dishes will be allowed (only the small 24-inch satellite dish is permissible).
- 2) Each owner of a lot within Sweetbriar Farms will be a member of Sweetbriar Farms Property Owner's Association.
- 3) Each lot will have one (1) vote in the Association regardless of the number of owners of that lot.
- 4) The Covenants and Restrictions herein set forth (or as amended) shall exist and be in full force and effect until December 31, 2034, and shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such a ten (10) year period an instrument

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SWEETBRIAR FARMS

signed by the owners of a majority of lots subject to this Declaration agreeing to terminate, amend, or modify the Declaration shall have been recorded in the office of the Register of Deeds for Rutherford County, North Carolina.

- 5) The Association will elect their own officers. (Pres., V.P., Sec., Treas., and an alternate for a term of two years) and assume all management responsibilities with the following terms and conditions.
 - a. Each officer must be a deeded owner or the legally married spouse of a deeded owner.
 - b. The maximum expenditure or total encumbrance to the Association that may be approved by any single officer is \$500.00. All expenditures or encumbrances of the Association in excess of \$500.00 must be approved in writing and signed by at least three (3) officers. The approval must be kept by the Treasurer along with the other financial records.
 - c. The Treasurer may sign checks up to \$200.00. All checks over \$200.00 must have the signatures of two (2) officers.
 - d. In the event the office of President becomes open during the year, the Vice President will automatically become President.
 - e. If the offices of Vice President, Secretary or Treasurer become open during the year the position will be filled by the alternate.
 - f. If the position of Alternate becomes open during the year, then the President, Vice President, Secretary and Treasurer will select from the Property Owner base, someone willing to fill the alternate position for the remainder of the year.

- 6) Elected officers of the Property Owner's Association will have the right to grant variances pertaining to any individual lot.
 - a) The Association, through one or more of its elected officers, will have the power to enforce, in accordance with the laws of N. C., Collection of Dues and Compliance to the Covenants and Restrictions, including the recovery of damages and the restraining of violations.
 - b) Annual meetings called by the Association a quorum of property owners must be present (personally or through proxy) to affect any business. If a quorum is not met, then a second meeting for the same purpose may be called with 2 weeks' notice and 25 ½% of the owners will represent a quorum. Subsequent meetings are called if a quorum is not present at the 2nd meeting and those present (personally or through proxy) will constitute a quorum). However at least 2 weeks' notice to all members restating the purpose of the meeting and that those present will constitute a quorum needs to be sent to ALL members.

- 7) At the present time, each lot will pay \$550.00 per calendar year Association dues for maintenance of roads, common area and other minor Association expenses (i.e.: postage, meeting place, taxes, etc.); Association dues may be increased on an annual basis in accordance with sub-paragraph f) herein below; pro-rated dues will be collected at closing for the remainder of the calendar year, excluding the month of closing. Adjusted from time to time by

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SWEETBRIAR FARMS

the Association. A bill for the Association dues will be sent to each owner by the Association the 1st week of January each year.

- a) Any members not paying their dues promptly (by January 31st of each calendar year) will be assessed and additional \$25.00 per month late fee. If your address changes it will be your responsibility to notify the Association. However, not receiving a bill because of address changes will not alleviate your responsibility to pay your Association dues by January 31st each year.
 - b) Any owners who are delinquent for five (5) months (150 days) will be given final notice by certified mail of the amount due with request for prompt payment within ten (10) days.
 - c) If after that notice by certified mail the dues are still not paid in full within ten (10) days then any elected officer of the Association may at their discretion file in court for the payment of dues, late fees, Covenant and the recovery of expenses, and pursue any other remedies deemed advisable, including the filing of a lien and, if necessary, the foreclosure thereof.
 - d) The owner(s) of each individual lot are responsible for paying the annual dues (as covered in paragraph 10). However, if an owner holds two (2) or more contiguous lots, the owner will only be required to pay Association dues on one lot, provided all the following are true of the contiguous lots:
 - All the lots are titled to the same entity in The Subdivision (whether in a single deed, or in separate deeds, and whether such purchases were simultaneous or otherwise).
 - All the lots are physically contiguous with each other.
 - All the lots were purchased before 1 April 2024.
 - The lots that have an exemption from the annual dues do not have a vote (as covered in paragraph 3).
 - e) Any lot that qualifies for the contiguous lot exemption will lose its exemption when its title is modified (e.g., sold, divided, or combined), either singularly or in combination with other contiguous lots; that is, the dues exemption will not pass to the new or modified ownership. Upon each change in title, Sweetbriar Farms will apply the above qualification tests to the remaining lots to determine if the dues exemption still holds.
 - f) The elected officers of the POA will have the power to set association dues on a yearly basis. However, if these dues need to be adjusted upward more than 5% in any given year then a meeting with the entire Association members must be called for this purpose with at least 30 days' notice at which time 51% of the members in good standing attending the meeting in person or through proxy (provided a quorum is present) must vote positive to affect the raise.
- 8) No recorded lot in The Subdivision will be allowed to have more than two (2) single family residences constructed on it (The original Developer only guaranteed one (1) septic approval per lot).
- 9) Lots/Dwellings may be leased for residential purposes only. All leases shall require that the tenant acknowledge receipt of a copy of the Governing Documents. The lease shall also

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SWEETBRIAR FARMS

obligate the tenant to comply with the Governing Documents. The Board may require notice of any lease and a copy of any lease together with such additional information deemed necessary by the Board in its discretion. All Lot/Dwelling rentals may be leased in their entirety or a fraction thereof (i.e., garage apartment or a basement apartment), however only one (1) dwelling/structure on a Lot can be leased at one (1) time. Lot owners shall not lease Lots/dwellings to individuals for a term of less than thirty (30) days. Short term rentals under thirty (30) days are strictly prohibited unless you purchased your property prior to 1 April 2024 AND are currently using said property as a rental. Any property sales after 1 April 2024 must adhere to the leasing statement above and short-term rentals under thirty (30) days will be strictly prohibited.

- 10) There shall be no raising of fighting roosters, commercial swine or poultry established on any lot in the subdivision.
- 11) b) Other grazing animals such as horses, cattle sheep or goats may be maintained on any lot based on two grazing animals per fenced acre.
- 12) No loud or offensive activities shall be allowed on any property by any owner or guest that would affect the peace, quiet and enjoyment of their neighbors. If loud or offensive activity requires law enforcement presence, the Association may charge the property owner a fee not to exceed \$250.00.
- 13) Household pets such as cats and dogs are allowed but must be kept so as not to become a nuisance to the neighbors.
 - a. Any animals maintained on any lot that become a nuisance such as continually barking dogs must be removed from the subdivision.
- 14) No more than one (1) unlicensed, unregistered, uninsured vehicle may be maintained on any lot and must be kept under cover or out of sight of any common roadways and neighboring properties.
 - a. No tractor trailers or large dual tandem trucks may enter The Subdivision except for purposes of delivery or pick-up.
 - b. In no event will any vehicles be allowed to operate as to be a noise or physical nuisance to other owners in The Subdivision.
 - c. No motorized vehicles such as dirt bikes, 3- and 4-wheel ATV's, or unlicensed cars or trucks may be operated on any roads or common areas within The Subdivision.
 - d. Golf carts, street legal motorcycles and utility vehicles operated by duly licensed riders are allowed.
- 15) A utility easement of 30 feet is reserved along interior lot lines, 15 feet either side of line. A utility easement of 15 feet on the interior side of the line is reserved on exterior lines.
 - a. Building setbacks are as follows: 20 feet from all streets right of way lines; 20 feet from all rear lines; 20 feet from all outside boundaries; 30 feet from all creek boundaries; and 15 feet from side lot lines that are not outside boundaries.

**AMENDED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SWEETBRIAR FARMS**

- 16) Any purchaser of any lot within The Subdivision may cut any pine trees on said lot, but is required, upon such cutting or clearing, to remove, bury or burn within 90 days any such trees or debris from any portion of said lot where said cut trees or debris are visible from any road right-of-way or other lot, and any such portion of the lot so affected must be landscaped, reseeded or replanted within same 90 day period.
- a. The cutting of any hardwood trees ten (10) inches in diameter or larger is prohibited on any lot except within fifty (50) feet of the house site, or where necessary for construction of driveways or septic tank systems. Clean-up and reseeded, replanting, or landscaping will be required as stated in paragraph 16 above.
 - b. Necessary precautions must be taken when any ground is disturbed so as to prevent erosion and sediment from reaching any stream, creek, lake, roadway, walking easement, common area or other lot.
 - c. Any damage done to any association roads, ditch lines, grassed or common areas by lot owners, their guests or general contractors must be promptly repaired by said owners or if the repair is done by the Association the lot owners will be financially responsible to reimburse the Association for said repair.
- 17) Any lots purchased after 1 April 2024 are prohibited from placing campers, RVs, tents etc., on property for residential purposes except for during active housing construction.
- a. Anyone who purchased a lot prior to 1 April 2024 must comply with the following: Any camping equipment situated on any lot whereon a permanent home has not been built or is under construction must be removed from the lot by January 5th of each year, and such camping equipment (or any replacement thereof) cannot be returned to, or used on, said lot until March 1st of each year.
 - b. Any lots purchased prior to 1 April 2024 will follow Paragraph 17 (a) until such time as the lot(s) are sold or transfer of ownership occurs. Once sold or transferred, the lot is no longer exempt from paragraph 17 and no campers, RVs, Tents etc., will be permitted.
- 18) Rules and Regulations for conduct pertaining to use of any common areas within Sweetbriar Farms, such as a) hours of use, b) number of guests, c) eligibility for use, etc., shall be set up and approved by majority vote at the second annual property owners meeting and reviewed each year thereafter.
- 19) No discharging of firearms will be allowed within The Subdivision. All laws of the State of North Carolina must be adhered to.
- 20) No hunting is permitted within the Division.
- 21) There shall be no accumulation or burning of junk or trash allowed on any lot in The Subdivision.
- 22) All roads and driveways that serve two (2) or more lots as shown on the original plat recorded by the Developer will be maintained by the Association.

**AMENDED DECLARATION OF COVENANTS AND
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- 23) Lots may be subdivided, however no remaining portion or subdivided portion of the original lot or contiguous lots sold to the same owners by Developer may be less than 2 acres.
- 24) Each additional lot subdivided and recorded in the Register of Deeds Office of Rutherford County will be responsible for the Association dues (except for exemption provided for in 12(b) above) and become voting members of the Association; and will be subject to all the terms of this Declaration.
- 25) Any commercial operation established on any lot that substantially increases the traffic on subdivision roads or has heavy trucks or vehicles regularly traveling on subdivision roads will be subject to yearly dues equal to 3 times the normal yearly dues.
- 26) Custom built, log or modular homes constructed on the property must have the exterior completed within twelve (12) months of the start of construction.
- 27) Out buildings may be constructed prior to the construction of the house but must not be equipped in any way so as to be a living unit (i.e.: no kitchen or bath allowed).
- 28) Initially the Developer completed all roads in the Subdivision and are now maintained by the Association. Pursuant to the provisions of Section 136-102.6 of the North Carolina General Statutes prospective purchasers of lots and property in the Subdivision described or shown on the plat are hereby advised that the roads and streets are private and the responsibility for the maintenance of said road and streets rests with the Property Owners Association until such time as the road is included into the State Highway System for maintenance. Roads in Sweetbriar Farms are private roads and are built to county standards for private roads and may not meet state standards. The right of way of all roads is 45 feet unless shown otherwise on the plat. All state laws as to the operation of motor vehicles must be observed on all private roads in The Subdivision.
 - a. Any additional roads necessary to subdivide a lot will not become the responsibility of the Association, even if they serve more than one lot.
- 29) Unless otherwise ordered by the Rutherford County Planning Commission, no parcel of land in Sweetbriar Farms may be used as ingress or egress to or from other properties not originally a part of the subdivision.
- 30) The Association will own and be responsible for maintaining the well, front entrance, gates, and all common areas.
- 31) Anyone building on any River front or low-lying level interior lot should purchase Flood Hazard Insurance as some portions of all these lots lie in the 100-year Flood Plain.

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**AMENDED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SWEETBRIAR FARMS**

President and Secretary's Certificate

We, the undersigned officers of Sweetbriar Farms Property Owner's Association, Inc., the duly formed North Carolina non-profit corporation that manages Sweetbriar Farms, do hereby certify the following to be a resolution adopted by the Board of Directors of said non-profit corporation: WHEREAS, on November 27, 2024, at a duly called meeting with a quorum present, affirmative votes representing 81% of the total votes in the Association were obtained approving the foregoing Amended Declaration of Covenants and Restrictions for Sweetbriar Farms.

THEREFORE, BE IT RESOLVED THAT the requisite officers of Sweetbriar Farms Property Owner's Association, Inc. be, and they are hereby, authorized and directed to present this Amended Declaration of Covenants and Restrictions for Sweetbriar Farms for recordation on the public record, and to certify to the adoption of said Amended Declaration of Covenants and Restrictions for Sweetbriar Farms by the requisite number of owners/members.

This the ___ day of December, 2024.

Warren Schreiver
Title: President

Matt Lampe
Title: Secretary

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I certify that the following persons personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jack Dailey as President and Jon Stonecash as Secretary of Sweetbriar Farms Property Owner's Association, Inc.

Date: _____

Notary Public Signature

PLACE NOTARY SEAL

(Printed Name of Notary)
My Commission Expires: _____