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STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

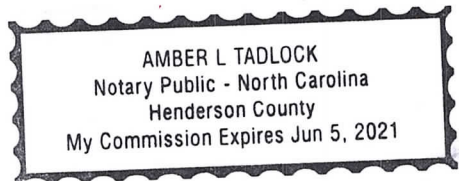
AMENDED AND RESTATED DECLARATION
FOR
BEAUMONT ESTATES SUBDIVISION

I certify that the following person(s) personally appeared before me this day, each acknowledging to me this day that he or she signed the foregoing document:

Alex Krokowski, President
Beaumont Property Owners Association
103 Racine Place
Hendersonville, NC 28739

Date: 01-25-2021

Amber L. Tadlock
Amber L. Tadlock
01-25-2021



Darcy Parker
200 Conde Pl
Hendersonville, NC
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TABLE OF CONTENTS

CONTENTS	PAGE
TITLE PAGE	1
TABLE OF CONTENTS	2-4
"Whereas" Statements	5
"Now, therefore" Statement	5
1. Property Governed by This Restated Declaration	5-6
2. This Restated Declaration runs With the Land	6
3. Failure to Enforce is not a Waiver	6
4. Severability	6
5. Definitions	6
a. Assessments	6
b. Board of Directors	6
c. Common Elements	6
d. Uniform Covenant Lot or Lot	6
e. Lot Owner	6
f. Fence, Barriers, Screens	6
g. Reasonable Attorney's fees	6
6. Notices	6-7
7. Future Amendments and Revisions	7
8. Property Owners Association	7
a. Legal Standing of The Association	7
b. Membership	7
c. Voting Rights	7
d. Election of Board of Directors	7
e. Liability and Hazard Insurance	7-8
9. Assessments	8
a. Operating Budget	8
b. Annual Assessment	8
c. Special Assessment	8
d. Lot Maintenance and Assessment	8-9
e. Time of Imposition of Assessments	9
f. Due Date of Assessment and Accrual of Interest	9
g. Personal Obligation for Assessments	9
h. Negligence of Lot Owner	9
i. Collection Costs and Assessment Collection	9
10. Roads, Rights-of-Way, and Cul-de-sacs	9

a. Roads	9-10
b. Rights-of-Way	10
c. Cul-de-sacs	10
d. New Construction Bond	10
11. Lake and Park Area	10
a. Use and Maintenance of Park Area	10
b. Preservation of Park Area	10 - 11
12. Residential Use	11
13. Set Backs and Building Height	11
14. Structures	11
15. Architectural Approval	11-12
16. Minimum Square Footage	12
17. Lot Size	12
18. Contiguous Lots	12
19. Variances	12
20. Driveways	12
21. Construction Time Limit	12
22. Utility Easements	12 -13
23. Special Restrictions	13
24. Swimming Pools (Requirements, Conditions and Approvals)	13
25. Fences	13
a. Fence Face Area	13
b. Fence Approval	13
26. Clothes Lines	13
27. Signs	13
28. Trailers, Motor Homes, and Boats	14
29. Trash Receptacles	14
30. Lot Maintenance	14
31. Animals	14
32. Obstructions	14
33. Nuisances or Unsanitary Conditions	14
34. Use of Lake and Park Area	14-15
a. Property Owner's Use	15
b. Motorized Vehicles	15
c. Boats	15
d. Swimming	15
e. Liability Notice	15
35. Antennas	15

36. Exterior Lighting on Uniform Covenant Lots	15
37. Enforcement of This Restated Declaration	15-16
38. North Carolina Planned Community Act	16
39. Renewable Energy Systems	16-17
DOCUMENT INDEX	18-19

WHEREAS, the property owners of Beaumont Estates Subdivision recognize that retention of the high quality and character of Beaumont Estates, as well as the maintenance and enhancement of property values in any part of Beaumont Estates, is dependent upon the joint and cohesive management efforts of all Beaumont Estates property owners; and

WHEREAS, Beaumont Estates is a subdivision located in the Village of Flat Rock in Henderson County, North Carolina. J.B. Lovingood, as the original Developer, executed and filed Restrictive Covenants for Section 1, recorded in Deed Book 618, Page 817, Henderson County Registry. J.B. Lovingood, as the original Developer, executed and filed Restrictive Covenants for Section 2, recorded in Deed Book 631, Page 859, Henderson County Registry. J.B. Lovingood, as the original Developer, executed and filed Restrictive Covenants for Section 3, recorded in Deed Book 653, Page 411, Henderson County Registry. J.B. Lovingood, as the original Developer, executed and filed the Restrictive Covenants for Section 4, recorded in Deed Book 765, Page 871, Henderson County Registry; and

WHEREAS, the original Declarations have been amended by documents recorded in the Registry of Deeds of Henderson County, North Carolina; and

WHEREAS, each of the four sections had its own set of Restrictive Covenants but the four sections of Beaumont Estates Subdivision have been and continue to be administered jointly and collectively by the Beaumont Property Owners Association, Inc.; and

WHEREAS, the majority of property owners at Beaumont Estates recognized the need to merge the four sections of Beaumont Estates Subdivision and establish uniform set of covenants which could be consistently and uniformly applied throughout all four established sections of Beaumont Estates by Beaumont Property Owners Association, Inc.; and

WHEREAS, the majority of property owners of the four sections of Beaumont Estates executed a document to merge the four sections of Beaumont Estates Subdivision recorded in Deed Book 978, Page 741, Henderson County Registry; and

WHEREAS, Beaumont Property Owners Association, Inc., desires to amend and restate these Declarations as amended for the purposes of simplification and clarification; and

WHEREAS, the original Declarations may be released, changed, modified or amended by a majority vote of the property owners of Beaumont Estates, this Restated Declaration shall bind and restrict all current owners of the lots located within Beaumont Estates, their devisees, heirs, assigns and/or successors; and

WHEREAS, members owning the majority of the lots in the subdivision voted or consented in writing or by ballot to adopt the following Amended and Restated Declaration for Beaumont Estates Subdivision for the purposes stated above;

NOW, THEREFORE, the original Declarations as amended are now amended by striking them in their entireties except for the purpose of preserving legal descriptions and by simultaneously substituting therefor the following Amended and Restated Declaration which shall govern all four sections of Beaumont Estates Subdivision.

- I. **Property Governed by This Restated Declaration.** Upon the adoption and recordation, this Restrictive Restated Declaration of Beaumont Estates shall govern all of the lots in Beaumont Estates. With respect to provisions regarding roads, the Lake Property, and other common properties, this Restrictive Restated Declaration of

Beaumont Estates shall govern roads and the road rights-of-way depicted on the various recorded plats of Beaumont Estates.

2. **This Restated Declaration runs With the Land.** It is understood and agreed that these provisions and restrictions are made for the mutual benefit of any and all current and subsequent owners of all real property governed by this Restated Declaration and all such parties shall be deemed to have a vested interest in this Restated Declaration, as well as the right to enforce this Restated Declaration. This Restated Declaration is to run with the land and take effect immediately upon recordation in the Henderson County Registry. The acceptance of any deed by any party to any uniform covenant lot shall constitute a binding acceptance of this Restated Declaration in its entirety by such party.
3. **Failure to Enforce is not a Waiver.** The failure to enforce any provision of this Restated Declaration shall in no way be deemed a waiver of the right to enforce such provision.
4. **Severability.** If any paragraph or part of this Restated Declaration is declared invalid, illegal, or inoperative for any reason by judgment or court order, the remaining parts shall not be affected in any way and shall remain fully effective and operative.
5. **Definitions.**
 - a. **Assessments** means any and all sums levied by the Association against any lot and its owner as common expenses or other charges to include special assessments as set forth in the Restrictive Restated Declaration of Beaumont Estates and Bylaws. Unless otherwise authorized by the board, lot owners shall make remuneration of any assessment in a single payment via a check or money order.
 - b. **Board of Directors** or Board means the duly elected governing body on behalf of and for the Beaumont Property Owners Association, Inc.
 - c. **Common Elements** means any and all real estate within the Beaumont Estates Subdivision owned or leased by the Association, other than a lot.
 - d. **Uniform Covenant Lot or Lot** means the physical portion of the Beaumont Estates Subdivision governed by this Restated Declaration and as designated for separate ownership or occupancy by a lot owner and depicted on the various recorded plats of Beaumont Estates.
 - e. **Lot Owner** means a person or legal entity who owns a lot, but does not include a person having an interest in a lot solely as security for an obligation.
 - f. **Fence, Barriers, Screens** Fence means a barrier intended to prevent escape or intrusion or to mark a boundary. Screen means a partition, often ornamental, carried up to a height necessary to perform the stated function. Barrier means a material object that separates, demarcates, or serves as a barricade.
6. **Notices.** Any notice which may be required to be delivered to owners under the provisions of or with respect to this Restated Declaration shall be deemed to have been properly delivered when mailed postpaid or when otherwise delivered to the

address of an owner as shown in the records of the Association, or the address on record at the Henderson County Tax Office at the time of mailing if the Association has no record of the owner's address. A meeting notice shall be sent no less than ten (10) days nor more than fifty (50) days prior to the scheduled meeting date. Each owner of any uniform covenant lot shall promptly inform the Association of the name and address of the owner or owners designated to receive notices with respect to that lot, and shall promptly notify the Association of any change in the name(s) and address(es) of such owner(s).

7. **Future Amendments and Revisions.** This Restated Declaration hereafter can be changed or amended only if such change or amendment is authorized and approved by property owners representing a majority of all uniform covenant lots. Voting rights set forth below in paragraph 8c shall be employed in determining majority authorization and approval of covenant revisions.
8. **Property Owners Association.** Beaumont Property Owners Association, hereinafter referred to as the Association, is a North Carolina nonprofit corporation managed by a Board of Directors, and was established on December 16, 1987, with its Articles recorded in Corporation Book 24, Page 631 of the Henderson County Registry. The Association's Board of Directors is hereinafter referred to as the "Board of Directors".
 - a. **Legal Standing of the Association.** The Association is authorized to take any lawful action which the Board of Directors deems proper in order to ensure compliance with this Restated Declaration. The Association shall have the same legal standing as any individual lot owner with respect to the enforcement of this Restated Declaration, in addition to any other powers, rights, authority or standing granted to the Association by this Restated Declaration.
 - b. **Membership.** Each owner of any uniform covenant lot shall be a member of the Association. Membership is associated with each uniform covenant lot and may not be separated from ownership of any uniform covenant lot. If any corporation, trust, estate, or other entity which is not an individual person holds an ownership interest in one or more uniform covenant lots, then that corporation, trust, estate, or other entity shall be entitled to designate one person as its representative who shall be deemed to be a member of the Association. Association members shall be allowed reasonable access to Association records and documents.
 - c. **Voting Rights.** The Association shall have a single class of voting membership with all owners of any given uniform covenant lot being entitled to a total of one vote for that uniform covenant lot. When more than one person, corporation, or other entity holds an interest in any uniform covenant lot, the single vote associated with such a lot shall be exercised as determined by such interest holders. Proxy votes shall be allowed to the extent permitted by the by-laws of the Association. Proxy votes shall be included and counted as present and voting in determining whether a quorum is present.
 - d. **Election of Board of Directors.** The Board of Directors shall be elected in accordance with the by-laws of the Association. Such by-laws shall require a quorum representing forty percent of all uniform covenant lots at the beginning of any meeting at which members of the Board of Directors are elected. Such by-laws shall also require that each member of the Board of Directors also be a member of the Association.
 - e. **Liability and Hazard Insurance.** The Association is authorized to purchase

liability insurance to protect it and its officers and directors from the cost of defending any suit and cost of any judgement against the Association or its officers and directors. The Association may also purchase insurance to protect Association property against various risks and hazards. The Board of Directors is authorized to procure and purchase such liability and hazard insurance in such amounts as the Board of Directors in its discretion determines to be in the best interest of the Associations and its members.

9. **Assessments:**

- a. **Operating Budget.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating Beaumont Estates Subdivision during the coming fiscal year. The Board will submit its budget at the Annual Meeting. There shall be a quorum at the Meeting. The Budget established therefrom is approved with fifty-one (51%) of those lot owners represented at the Annual Meeting of the Association voting to accept the Budget. Notwithstanding the foregoing, however, in the event that the membership rejects the proposed budget or the Board of Directors fails for any reason to prepare the budget for the succeeding year, then and until such time as a budget shall have been approved as provided herein, the budget in effect for the current year shall continue for the succeeding year.
- b. **Annual Assessment.** The Board of Directors shall determine an annual assessment which shall be fixed at a uniform rate for all uniform covenant lots, although the Board of Directors may, at its discretion, set a lower uniform rate for vacant lots than that which is set for lots occupied by a residence. Such assessment shall be used to benefit assessed lots through: 1) administration and enforcement of this Restated Declaration, 2) maintenance and illumination of entrances to Beaumont Estates, 3) maintenance and repair of Beaumont Estates roads and cul-de-sacs, 4) maintenance and repair of property owned by the Association or other common areas including the Park Area. The Annual Assessment is \$190 for 2014 and may be adjusted annually thereafter by a majority of the Board of Directors by an amount not to exceed \$10/Year starting in 2015.
- c. **Special Assessment.** Subject to the approval described in this paragraph, and whenever the Board of Directors, at its discretion, determines that available monetary reserves and annual assessments are insufficient to meet funding requirements, the Board of Directors may also establish and request special assessments for any purposes. Any special assessment shall be allowed if approved by 51% (fifty-one percent) of all lot owners in the Association voting to accept the assessment
- d. **Lot Maintenance and Assessment.** All owners must keep and maintain their lot(s) in a safe, neat and clean appearance, free from rubbish, trash, junk, unlicensed and/or commercial vehicles, other waste, or any other unsightly or unkempt condition of building or grounds which may tend to decrease the beauty of the neighborhood as a whole or the specific area. If the owner(s) of any uniform covenant lot fails to comply with the requirements of this paragraph or any other provision within this Restated Declaration which subjects the lot to a lot maintenance assessment, and upon 15 days' notice to the uniform covenant lot owner(s), the Association may hire a licensed company or individual who has Liability Insurance and Workman's Compensation Insurance to perform such maintenance as is necessary to bring the lot into compliance, and assess the lot for all expenses incurred. In addition, each uniform covenant lot shall be regularly mowed as required by article 30 (Lot Maintenance) of this

Restated Declaration. If the Board of Directors determines that any uniform covenant lot is in violation of this mowing requirement, the Association may, up to 3 times per calendar year and upon 15 days' notice to the uniform covenant lot owner(s), hire a licensed company or individual who has Liability Insurance and Workman's Compensation Insurance to perform such mowing and assess the uniform covenant lot for such mowing expenses. An administrative fee of \$100 may apply. Assessments described in this paragraph shall be referred to as lot maintenance assessments.

- e. Time of Imposition of Assessments. Regardless of the date that assessment described in this Restated Declaration is due and payable, such assessment shall be deemed to have been imposed at the time such assessment is approved.
 - f. Due Date of Assessment and Accrual of Interest. Unless a different due date is stated on the notice of assessment, the due date of any assessment described in this Restated Declaration shall be 30 days following the date on which the notice of such assessment was mailed or otherwise distributed. Payment of such assessment shall become past due 30 days after the due date. Interest shall accrue on any unpaid assessment at an annual rate of ten percent (10%) commencing on the date on which payment of the assessment becomes past due.
 - g. Personal Obligation for Assessments. Each assessment imposed upon any uniform covenant lot, together with accrued interest and the cost of collecting such assessment and interest, shall be the personal obligation of the owner(s) of the uniform covenant lot at the time the assessment first came due and payable. In the case of co-ownership of any lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment, accrued interest, and the cost of collecting such assessment and interest.
 - h. Negligence of Lot Owner. If the negligence or misconduct of any lot owner or occupant causes any common expense, the Association may assess that expense exclusively against that lot owner or occupant's lot.
 - i. Collection Costs and Assessment Collection. If the Board of Directors deems it necessary to employ an attorney to collect any past-due assessment, the Association shall be entitled to collect the assessment and accrued interest along with all costs of collection, including reasonable attorney fees. If any assessment is not paid within 30 days after the past due date, the Association may bring an action at law against the owner(s) of the uniform covenant lot obligated to pay the assessment. Pursuant to such action, in any judgement obtained by the Association, the Association shall be entitled to the amount of the assessment in addition to all accrued interest and costs of collection, including reasonable attorney fees.
10. Roads, Rights-of-Way, and Cul-de-sacs
- a. Roads. The Beaumont Property Owners Association shall be responsible for the maintenance and repair of all roads in the subdivision and collect the cost thereof from the owners of the lots. Until such time as the subdivision roads and/or rights of way are taken over by the State of North Carolina for road maintenance purposes, each lot owner shall be responsible for an equal share of the costs of maintaining all roads within the subdivision. This shall apply to all roads as set out on those plats of the subdivision herein above described. If, in the opinion of the Board of Directors, a special assessment is required, the total amount of the special assessment shall be divided by the number of platted lots of Beaumont Estates in existence at the time the maintenance or repair

expenditure is incurred. Each owner or owners shall be responsible for one equal share per lot owned, notwithstanding the location of the road or common area involved.

- b. Rights-of-Way. Rights-of-Way are reserved for roads in the subdivision. No other easement shall be conveyed, granted, or in any other way given to any person, firm or corporation through, over, or upon any lot in this subdivision, except with the written permission of the property owner and Board of Directors.
- c. Cul-de-sacs. If any portion of the roads or cul-de-sacs in Beaumont Estates are accepted for maintenance by the State of North Carolina, then the Association shall maintain legal title to any portion of the roads or cul-de-sacs which are not accepted for such maintenance. If any portions of the roads or cul-de-sacs are not accepted for maintenance by the state of North Carolina, then the Association shall be responsible for repairs, and such repairs and maintenance shall be funded through the Annual Assessments or Special Assessments of the Association.
- d. New Construction Bond. The property owner is responsible for all damages to the road. Prior to new home construction on an undeveloped lot, the property owner will be required to post a two thousand five hundred dollar (\$2,500) construction cash deposit with the BPOA Treasurer. These monies will apply to the cost, if any, of road repairs that the Board of Directors determines necessary as a result of the construction. Upon favorable inspection by the Roads or Architecture Committee, the balance of the construction bond money will be returned to the property owner. Any construction modifications to a developed lot, the property owner is responsible for any and all damages to the roads.

11. **Lake and Park Area.**

- a. Use and Maintenance of Park Area. The Association has legal title to Lot J ("Park Area") as described in Deed Book 1166, pages 580 through 582. Maintenance and repairs will be performed within the Park Area when the Board of Directors deems such action in the best interest of the Association and its members. Any such maintenance and repairs shall be funded through the Association's Annual Assessments or Special Assessments, as approved by the property owners.

- b. Preservation of Park Area.

Dam and Lake. It is intended that the dam and lake located within the Park Area be preserved. No uniform covenant lot owner(s) or their agent(s) or other person, party or entity shall take any action intending or having the effect of breaching the dam or damaging the waterfall located at the southern portion of the lake unless such action is approved and authorized by the Board of Directors. If any uniform covenant lot owner(s) or their agent(s) or other person, party, or entity does act to breach the dam or damage the waterfall without the aforementioned approval and authorization of the Board of Directors, then such uniform covenant lot owner(s) or their agent(s) or person, party or entity shall be held responsible for the damage in an amount including but not limited to the cost of restoring the dam, waterfall, and surrounding areas to the satisfaction of the Association and its Board of Directors as well as any related court costs, legal fees and expenses. Any and all restorations shall conform to all applicable local, county, state and federal laws.

Land Area. No uniform covenant lot owner(s) or their agent(s) or other person, party or entity shall cause or authorize anything to be done to the Association-owned area around the lake that shall cause or permit erosion. No uniform covenant lot owner(s) or their agent(s) on whose property exists a creek, tributary, or waterway that feeds water directly or indirectly to the lake shall cause or authorize anything to be done to the creek, tributary, or waterway that would stop or inhibit the flow of water from the creek, tributary, or waterway to the lake. If any uniform covenant lot owner(s) or their agent(s) or other person or entity does cause or authorize anything to be done to the Park area that shall cause or permit erosion of the Park Area around the lake without the approval and authorization of the Board of Directors, then such uniform covenant lot owner(s) or their agent(s) or person, party or entity shall be held responsible for the damage in an amount including the cost of restoring the Park Area to the satisfaction of the Association and its Board of Directors as well as any related court costs, legal fees and expenses. Any and all restorations shall conform to all applicable local, county, state and federal laws.

12. Residential Use. All lots in Beaumont Estates shall be used solely for residential purposes, and lots shall not be used for any visible business or commercial activity. No commercial structure of any type shall be placed upon or constructed in the subdivision.
13. Set Backs and Building Height. All residences in Beaumont Estates Subdivision shall comply with the Village of Flat Rock Zoning Ordinance. Setbacks for the R-40 single-family home dimensional requirements are stated in the Village of Flat Rock Zoning Ordinance. Section 800.5 states that Minimum Front Yard Setback is 50 feet; Minimum Side Yard setback is 35 feet; Minimum Rear Yard Setback is 35 feet; Maximum building height measured from the main floor level to the uppermost roof ridge is 35 feet. Front yard setback is measured from the edge of the traveled way (road) to the front of the structure. Decks and patios are considered to be part of the total shown footprint and cannot be constructed within the requisite setback area.
14. Structures. No building other than one detached single-family dwelling and a private attached garage for the vehicles used by those occupying the dwelling (hereinafter sometimes referred to as a house or residence), shall be erected or placed on any lot in Beaumont Estates. No house shall have exposed cement or cinder block on the exterior, except that block foundations may be "stuccoed" in an attractive fashion. No house shall be built where the siding shall consist of asbestos shingles, nor shall there be a metal roof on any structure, except for "architectural style" metal roofing, which may be used with prior approval of the Architectural Committee. There shall be absolutely no prefabricated building placed upon any of the property located within Beaumont Estates, except prefabricated components of residences such as window units, door units, roof trusses, and cabinet units, which shall be permitted. No vinyl or aluminum siding as an exterior wall finish shall be installed on any residence on any uniform covenant lot. Mobile homes are prohibited in Beaumont Estates Subdivision.
15. Architectural Approval. The Board of Directors upon recommendations from the Architectural Committee shall have the right to approve or disapprove the architectural design and standard of construction of residences constructed upon any covenant lot. All plans for the construction, reconstruction, exterior alteration or addition to any residence including driveway cuts, septic location, house location, culverts and soil containment must be received by the Architectural Committee at least two (2) months prior to commencement of work. The Architectural Committee shall have the continuing right to ensure compliance with the approved plans.

Refusal to approve the proposed plans may be based on any grounds including purely aesthetic considerations. All construction shall conform to the North Carolina International Building Code. Proposed exterior colors of new or existing residences shall be approved by the Architectural Committee. No residence may be occupied until issuance of the Certificate of Occupancy. The Architectural Committee is prone to approve subdued hues or earth tones that would blend in with our environment.

16. **Minimum Square Footage.** The livable finished and heated floor area of any house shall not be less than two thousand (2,000) square feet on the first floor. The livable finished and heated floor area of any two story or split-level house shall not be less than two thousand and eight hundred (2,800) square feet. All residences constructed shall have a fully enclosed garage with sufficient capacity to house two standard size automobiles. No residence constructed shall exceed two and one-half (2 ½) stories in height. In any residence having two and one-half (2 ½) stories in height, the top story floor space shall not be considered in meeting the minimum heated floor area requirements of this Restated Declaration.
17. **Lot Size.** No residence shall be constructed on any lot of less than 40,000 square feet of land; and no lot shall be divided without express written permission from the Board of Directors.
18. **Contiguous Lots.** If property owned by a property owner consists of more than one contiguous lot, his lot lines, for purposes of this Restated Declaration restriction, shall be the outside perimeter of the entire contiguous tract owned by that property owner. However, for purposes of this Restated Declaration and the setback distances contained herein, should any residence be constructed on contiguous lots, and also cross the original dividing line between the lots, or otherwise be within the original setback distances from the dividing line as they apply to a single lot, then the contiguous lots shall be considered as an individual lot and may not thereafter be divided without the specific written permission of the Board of Directors.
19. **Variations.** The Board of Directors shall have the right to grant variations from these Restated Declaration restrictions as they apply to architectural design and the erection of fencing. No house existing at the time of recordation of this Restated Declaration shall be required to be altered in order to meet the requirements of paragraphs 13 (Structures), 14 (Architectural Approval), or 15 (Minimum Square Footage) of this Restated Declaration.
20. **Driveways.** Where required for optimal drainage. Driveways shall have culverts at the intersection to streets or cul-de-sacs and shall be installed to the specifications of the North Carolina Department of Transportation and to the grade of the drainage ditch. All driveway culverts shall have stone, brick, or masonry headwalls at each end. Property owners shall be responsible for repair or replacement of any stanchion or other structure located within the utility right of way that is damaged due to utility work. All driveways shall be paved with a minimum of four (4) inches rock and one (1) inch of hot-mix asphalt, or in the alternative, four (4) inches of concrete.
21. **Construction Time Limit.** All construction work, grading and cleanup of unused materials shall be completed within a period of one (1) year from the date of the commencement of construction of any house or residence. The determination date of commencement of construction shall be at the exclusive discretion of the Board of Directors, although commencement of construction shall be deemed to have occurred no later than the time of a governmental authority's issuance of a building permit for the construction of a residence.

22. **Utility Easements.** Easements five (5) feet wide are reserved along the side lot lines and ten (10) feet wide along the rear lot lines, and ten (10) feet wide along the edge of established streets or roads, for the installation and maintenance of telephone lines, electric lines, gas lines, water lines, and other public utilities, and for the maintenance of the same. This easement shall include and extend to the installation and maintenance of drainage facilities. Provided, however, that where two (2) or more adjoining lots are owned by the same person or persons, and such adjoining lots are recombined as one lot for purposes of construction of a residence, no such easements shall be reserved along the interior lot lines.
23. **Special Restrictions.** It is noted that Beaumont Estates, Section 3, Lots 60, 62, and 63 may be subject to special setback requirements and easements in accordance with a deed given to Russell M. Martin and recorded in Deed Book 631 at Page 843 of the Henderson County registry.
24. **Swimming Pools (Requirements, Conditions and Approvals).**
The Board of Directors upon recommendations from the Architectural Committee shall have the right to approve or disapprove the design and standard of construction of any swimming pool constructed upon any uniform covenant lot. All plans for the construction of a swimming pool must be submitted to the Architectural Committee at least two (2) months prior to commencement of construction. The plans must include the construction specifications, exact location and fencing. All swimming pools shall be constructed in conformance with the North Carolina International Building Code. Swimming pools, like residences, shall conform to the setback requirements contained in this Restated Declaration. The Board of Directors shall have the continuing right to ensure compliance with the approved plans, shall be the sole arbiter of any plan for the construction of the swimming pool, and may withhold approval for any reason, including purely aesthetic considerations. The installation of above ground swimming pools is prohibited.
25. **Fences.** Any fence, barrier, or screen erected shall be limited to a height of no more than (3) feet, excluding columns or posts, and must be ornamental in nature. No fence of any type or kind described and known as chain link fence or barbed wire fence may be constructed on any lot governed by this Restated Declaration except the boundary of those lots which are contiguous to property legally permitted to operate as agricultural for profit and are designed to house large farm animals in the R-40 single family home areas, as set forth in the Village of Flat Rock Zoning ordinance no. 31, section 609, Agricultural uses. No fence, wall, barrier, or screen, shall be constructed and or located within the front yard setback.
- a. **Fence Face Area.** Fences, barriers, or screens must have at least 50% open face area.
- b. **Fence Approval.** Written approval of the design, color, materials of construction and dimensions for fences, walls, barriers, and screens proposed to be located at any place on the uniform covenant lot shall be obtained from the Architectural Committee prior to construction. This approval may be based solely on aesthetic considerations.
26. **Clothes Lines.** No clotheslines may be erected which are visible from adjacent dwellings or roads.
27. **Signs.** No sign of any kind shall be displayed for the public view on any lot except signs indicating that the property is "For Sale" or "For Rent", or identifying the name

and address of the residents of the property. No sign advertising the property shall exceed four (4) square feet in area. No sign identifying the residents shall exceed one (1) square foot in area.

28. **Trailers, Motor Homes, and Boats.** No travel trailers or other trailers, motor homes, campers, portable "camping equipment", or boats shall be kept on any lot except within an enclosed garage, and must not be left visible from the adjacent property. Lot owners possessing utility trailers prior to the date of recording of this Amended And Restated Declaration, may continue to use, as they have in the past, the utility trailers they now own. Property owners who may become members of the Association after the date of recording these Covenants shall have to strictly adhere to the first sentence of this paragraph.
29. **Trash Receptacles.** No trash and trash receptacles may be placed, kept, or stored in an area generally visible from adjacent property or from Beaumont Estates roads for more than 24 hours prior to or after the trash removal.
30. **Lot Maintenance.** Uniform covenant lot owners must keep and maintain their lot(s) in a neat and clean appearance. The lot(s) are to be free from rubbish, trash, junk, unlicensed and/or commercial vehicles, other waste, or any other unsightly or unkempt condition of building or grounds which may tend to decrease the beauty of the neighborhood as a whole or the specific area. In addition, each lot on which a home has been constructed shall also be regularly mowed as necessary to keep the height of grass and weeds growing thereon at six inches or less. Vacant lots shall be mowed to a height not to exceed six inches once each month during the months of April through October. The Board of Directors and its designee shall have the right, but not the duty, to enter upon any lot for the purpose of abating any condition which is contrary to the requirements of this paragraph, and such entrance and abatement shall not be deemed to be a trespass. Refer to paragraph 9 d "Lot Maintenance and Assessment".
31. **Animals.** No animals, livestock or poultry of any kind shall be raised, kept, or bred on any lot except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. With respect to any pet which has in any manner exhibited a risk of harm to any resident of Beaumont Estates, property owners shall restrict such pet within the owners' property at all times except when on a leash under the owners' control.
32. **Obstructions.** No fence, wall, hedge, shrub planting, or anything else which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line; or in case of a rounded property corner, from the intersection of the street property lines extended. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.
33. **Nuisances or Unsanitary Conditions.** No obnoxious or offensive activity shall be carried on within Beaumont Estates, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood. No unsanitary conditions prejudicial to the public health shall be permitted. All sewage shall be disposed of by septic tanks approved by the State Board of Health until such time as regular sewage system becomes available. No waste of any description shall be drained, dumped or disposed of in any way into open ditches or watercourses. No lot or any portion thereof, shall be used or maintained as a dumping ground for rubbish.

34. **Use of Lake and Park Area.** Use of the Lake and Park areas (Beaumont Estates Lot J) shall be subject to the following terms and conditions.
- a. **Property Owner's Use.** The Park area shall be used solely by owners of lots located within Beaumont Estates and by the owners' immediate family. Guests of such owners may use the Lake and Park area when accompanied by the owner(s).
 - b. **Motorized Vehicles.** No motorized vehicles of any kind shall be allowed within the Lake and Park area except for maintenance purposes.
 - c. **Boats.** No motorized watercraft shall be allowed on the lake. No watercraft shall be kept or stored within the common area immediately adjoining the lake unless the Board of Directors authorizes such storage.
 - d. **Swimming.** Swimming in the lake is prohibited.
 - e. **Liability Notice.** All persons taking title to lots within Beaumont Estates are given notice that water sports and recreational activities around the water are inherently dangerous, require a high degree of skill and should only be undertaken by persons having a full and thorough knowledge of the inherent danger and risk. The Association specifically disclaims any liability for damage resulting directly or indirectly to any Park area user, whether a landowner, guest, or invitee, which occurs during use of the Lake and Park area. All persons using said property, by their use thereof, acknowledge and assume the risk of their activities.
35. **Antennas.** Television antennas, commonly known as "satellite dishes", which measure more than thirty (30) inches shall not be allowed within Beaumont Estates. No amateur radio transceiver tower shall be installed unless authorized by the Board of Directors. Any such tower shall be removed unless installed and maintained in accordance with any conditions set by the Board of Directors' authorization for installation.
36. **Exterior Lighting on Uniform Covenant Lots.** Exterior lighting may be used to illuminate walks and driveways, accent specimen plants, or draw attention to architectural features. Lighting may also be used to enhance security. The most important design objectives for exterior lighting are to complement the appearance of the house, its site, and the neighborhood around it. In general, exterior lighting should be soft and subdued. No lights should be positioned to direct light toward adjacent properties and streets, nor should they constitute a nuisance to neighbors. Pole mounted security lights more than eight (8) feet in height are prohibited. Motion detectors are permitted to avoid continuously operating security lights. Light sources for exterior fixtures shall be incandescent, metal halide, quartz, natural gas, or compact florescent. Mercury vapor, high-pressure sodium, and neon are not allowed.
37. **Enforcement of this Restated Declaration.** If the Board of Directors or its appointee, in its sole determination, declares that a violation or non-compliance exists in some form, the Board of Directors or its appointee may demand immediate abatement. The owner or occupants of the lot containing the alleged violation(s) shall be advised of the decision and may request a hearing. The Board of Directors or its appointee shall give the violating lot owner or occupants 15 days written notice to cease and desist from the alleged violation and, if the violating owner requests, establish a date for a hearing. Any hearing will be held within 15 days of the original

written notice. The Board of Directors or its appointee shall supply the lot owner or occupants with:

- a) The alleged violation
- b) The action required to abate the violation
- c) A time period, of not less than 15 days, during which the violation may be abated without further sanction if such violation is a continuing one or a statement that any recurrence of the same violation may result in sanction if the violation is not continuing.

If, in the sole determination of the Board of Directors or its appointee, an emergency exists the Board of Directors or its appointee shall have the power to enter upon a lot or any portion of the common elements to abate or remove any erection or thing or condition which violates any portion of this Restated Declaration. The Board of Directors or its appointee may demand immediate abatement if, in their sole determination, there exists a danger to people or property.

The Board of Directors shall have the power to enjoin or to remedy by appropriate legal proceeding, either at law or in equity, the continuance of any violation of this Restated Declaration. All costs of abatement, including reasonable attorney's fees actually incurred, shall be recovered by assessing the violating lot owner.

38. **North Carolina Planned Community Act.** This Beaumont Estates Subdivision Restated Declaration is expressly stating the following paragraphs of the North Carolina Planned Community Act DO NOT apply to this Beaumont Estates Subdivision:
- A. G.S. 47F-3-102. Powers of owners' association. Sub Paragraphs 11, 12, and 13
 - B. G.S. 47F-3-107. Procedures for fines and suspension of planned community privileges or services.
 - C. G.S. 47F-3-115. Assessments for common expenses. Sub Paragraph b
 - D. G.S. 47F-3-116. Lien for assessments.
39. **Renewable Energy Systems.** Solar thermal energy and solar photovoltaic electric power generating systems shall be constructed only with the solar energy collectors installed only on the roof of the detached single-family dwelling (referred to as a house or residence).

Wind powered energy generating systems of any kind involving rotating wind energy capture devices are not permitted.

The renewable energy systems (defined above) must be owned by and are the responsibility of the property owner (BPOA member).

The annual electric generating capability of any proposed system must be no greater than

110% of the owner's expected annual usage based on two (2) years of historical usage including owner's home-charged electric vehicles. Solar electric power systems sized and designed to produce and sell power for profit are not allowed. If part of new house construction, the estimated annual usage shall be prepared under the direction of and signed by a qualified NC licensed engineer or architect.

Any solar electric power system must meet the applicable Federal, State, Henderson County, Village of Flat Rock, and connecting electric utility company's design and construction installation requirements in addition the requirements of this Declaration.

Prior to signing a contract for a renewable energy system, at least two (2) months prior to the planned date of construction the BPOA member shall review the intended system with the Architectural Committee providing information as to the intended capability, physical size, house roof location and intended contractor identification to confirm conformance to this Declaration.

It is the responsibility of the BPOA member (property owner) to obtain all necessary construction and utility interconnection permits prior to beginning construction. And, to provide one hard copy and a standard electronic file copy of all required permits and a scale house roof plan-view drawing showing the size and location of the solar energy collection devices to the Architectural Committee chairperson at least three (3) weeks prior to the planned date of start of construction to confirm compliance.

Animals	14
Annual Assessment	8
Antennas	15
Architectural Approval	11
Assessments	2, 6, 8
Board of Directors	2, 6
Boats	15
Clothes Lines	13
Collection Costs and Assessment Collection	9
Common Elements	2, 6
Construction Time Limit	12
Contiguous Lots	12
Cul-de-sacs	10
Dam and Lake	10
Definitions	6
Driveways	12
Due Date of Assessment and Accrual of Interest	9
Election of Board of Directors	7
Enforcement of this Restated Declaration	15
Exterior Lighting on Uniform Covenant Lots	15
Failure to Enforce is not a Waiver	6
Fence Approval	13
Fence Face Area	13
Fence, Barriers, Screens	2, 6
Fences	13
Future Amendments and Revisions	7
Lake and Park Area	10
Land Area	11
Legal Standing of the Association	7
Liability and Hazard Insurance	7
Liability Notice	15
Lot Maintenance	14
Lot Maintenance and Assessment	8
Lot Owner	2, 6
Lot Size	12
Membership	7
Minimum Square Footage	12
Motorized Vehicles	15
Negligence of Lot Owner	9
New Construction Bond	10
North Carolina Planned Community Act	16
Notices	6
Nuisances or Unsanitary Conditions	14
Obstructions	14
Operating Budget	8
Personal Obligation for Assessments	9
Preservation of Park Area	10

Property Governed by This Restated Declaration5
Property Owner's Use 15
Property Owners Association7
Reasonable Attorney's fees2, 6
Residential Use 11
Renewable Energy Systems16,17
Rights-of-Way 10
Roads9
Roads, Rights-of-Way, and Cul-de-sacs9
Set Backs and Building Height 11
Severability6
Signs 13
Special Assessment.....8
Special Restrictions 13
Structures 11
Swimming..... 15
Swimming Pools.....3, 13
This Restated Declaration runs With the Land.....6
Time of Imposition of Assessments9
Trailers, Motor Homes, and Boats 14
Trash Receptacles 14
Uniform Covenant Lot or Lot.....2, 6
Use and Maintenance of Park Area 10
Use of Lake and Park Area 15
Utility Easements 13
Variances 12
Voting Rights 7