



# RESIDENT REFERENCE GUIDE

Revised February 2024

*THE*  
**RAMBLE**  
BILTMORE FOREST

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## *Important Contact Information*

### **Ramble Community**

Ramble Association Office	828-277-6675
Ramble Security	828-277-5051
Ramble Security Email	Brian Kreigsman <a href="mailto:Brian.Kreigsman@aus.com">Brian.Kreigsman@aus.com</a>
Ramble Association Emails	DeAnna Smith Community Manager <a href="mailto:DeAnna.Smith@fsresidential.com">DeAnna.Smith@fsresidential.com</a> Lynn Spurling Community Assistant <a href="mailto:Lynn.Spurling@fsresidential.com">Lynn.Spurling@fsresidential.com</a>
Ramble Preview Center	828-274-1336

### **Emergency Services**

Emergency	911
Buncombe County Non-Emergency	828-250-6670
Buncombe County Sheriff	828-250-4501
Buncombe County Animal Control	828-250-6670
Buncombe County Health & Human Services	828-250-5500
Non-Emergency Fire Department (Skyland)	828-684-6421
Emergency Fire Department (Skyland)	828-552-3530
Asheville Police Department	828-252-1110
Biltmore Forest Police Department	828-274-0822
NC Road Conditions	511
The American Association of Poison Control Centers	1-800-222-1222
Mission Hospital	828-213-1111
Sisters of Mercy Urgent Care	828-210-2121
NC Wildlife Helpline	866-318-2401

### **Utility Services**

AT&T (New TV Service)	844-827-7057
Charter Communications (New Service)	833-694-9256
Direct TV (New Service)	888-777-2454
Dish Network (New Service)	855-318-0572
Duke Progress Energy	800-452-2777

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Duke Progress Energy Outage Line	800-419-6356
City of Asheville Customer Service Line	828-251-1122
PSNC Energy	877-776-2427
USPS	800-275-8777
London Road Post Office	828-271-6449

**Schools**

Buncombe County Schools	828-255-5921
Elementary: William W Estes	828-654-1795
Middle: Valley Springs	828-654-1785
High School: TC Roberson	828-654-1765
Carolina Day School	828-274-0757
Veritas Christian Academy	828-681-0546
Christ School	828-684-6232

*\*The Ramble Community does not allow soliciting.*

*\* New owners should be aware that there is a wiring box that holds the wires that are needed to connect service.*

*\*For New Owners on Chauncey Circle and Niagara: Please be sure to check out the Town of Biltmore Forest webpage for town regulations, <https://www.biltmoreforest.org/home-1>.*

*\*For homeowners on Chauncey Circle and Niagara, the Association maintains the Right of Way area in front yard.*

*\*The Ramble is located within Buncombe County. County services are available. For emergency services, the Buncombe County Police Department will respond.*

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*Board of Directors*

President (Developer) – Lyle Johnson  
Secretary (Developer VP) – Jack Cecil  
Treasurer (Developer VP) – Ben Teague  
Resident Board Member – Brian Washburn  
Resident Board Member – Tim O'Pry

*Access Control Members*

Manager - Brian Kreigsman  
Scott Trantham  
Dale Whitmire  
Steven Whitten  
John Hensley  
Jason King  
Doug Sims  
Don Ellsworth

*Finance Committee*

Chairman - Joseph Gigliotti  
Board of Directors Liason - Ben Teague  
New Member - Ray Drake  
Hoyt Almond  
John Carter  
Nancy Lily

*Landscape Committee*

Linda Alstrin  
Wendy Fox  
Monte Gaillard  
Margaret Sinnott

*Safety Committee*

Mark Hayes  
Megan Cartier  
Tyler Dorstch  
Cynthia Earle  
J. Palmer Gaillard, III  
Peter Klante  
Tim O'Pry

*External Relations Committee*

Chairman - Frank Dolbow  
Renee Brooks  
Paul Lerwick  
John Nicolay  
Tim O'Pry



## *Important Association Information*

### **ASSOCIATION FEES**

Association fees cover expenses associated with the operating and maintaining all of the common areas and amenities within The Ramble Community such as the Living Well Center, Buck Spring Cabin, walking trails, parks, playground, access gates, community signage, landscaping, etc. In addition, trash removal services are provided for each home and the common areas.

Association fees of \$433 are due on a monthly basis.

Please make sure the check includes your address within the Ramble. Please send your assessment payments to:

The Ramble Community Association  
PO Box 30407  
Tampa, FL 33630-3407

Payments can also be made by an automatic draft via ClickPay. This can be set-up to pay one time or recurring. You can go to <https://therambleca.connectresident.com/> or [www.ClickPay.com/FirstService](http://www.ClickPay.com/FirstService). Please see page 18 for registering assistance.

### **MAILBOXES AND MAIL DELIVERY**

Mailboxes have been specially designed and manufactured for The Ramble. Please contact the Association office to coordinate delivery of a mailbox. Owners are responsible for the cost of materials and installation of the mailbox. Owners are also responsible for the maintenance and replacement of the box if needed.

Mail is delivered via the Biltmore post office on London Road. All homes may use Asheville, NC 28803 as their mailing address. Those homes in Biltmore Forest may use either Biltmore Forest or Asheville as their mailing address.

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**TRASH REMOVAL AND RECYCLING**

The cost of weekly trash removal and recycling service is paid for through your association fees. The Association will provide each home with a 96-gallon trash container along with a 96-gallon recycling container. The trash company will not pick up wood, yard waste or construction debris. The trash company will take large bulky items such as a couch, table and chair for a \$25.00 fee that will be the owner's responsibility to call and set up. Appliances are a \$35.00 pickup fee.

Containers are to be placed at the curb on Monday morning by 10:00 am and should be removed from the curb the same day after service has occurred. Recycling is picked up every other Monday. Please see page for the recycling schedule. For homes that are located in the Biltmore Forest area, The Town of Biltmore Forest trash days are on Wednesday's and recycling is picked up every other Wednesday. Your route is "Route A."( <https://www.biltmoreforest.org/home-1>) Waste Pro will not pick up recyclables that are placed on the curb in a blue recycling bag. Recyclables must be placed in recycling container. Please see the document on page 17 for a list of items that are recyclable and for instructions on cardboard disposal.

*In the event your trash and recycling are skipped on a pick-up day please contact, The Ramble Association office at 828-277-6675. Waste Pro contact number is 828-684-7790.*

**YARD WASTE**

The Association will arrange for yard waste removal twice during the year - once in spring (brush) and once in fall (leaves). The trash company will not pick up yard waste at any time bagged or un-bagged; therefore, you will need to make other arrangements for its removal anytime other than the two (2) scheduled pickups. Most landscape contractors can provide this service for you.

**YOU MAY NOT PUT LEAVES OR ANY TYPE OF YARD DEBRIS IN THE STORM DRAINS. YOU MAY NOT DUMP LEAVES, YARD WASTE, OR ANY TYPE OF DEBRIS ON COMMON AREAS, PARKS, PLAYGROUNDS, UNDEVELOPED LAND OR VACANT LOTS. In accordance with the community charter, fines can and will be imposed for violations.**

The Association will arrange for a Holiday tree pickup. A schedule will be posted on the community calendar.

**CHAUNCEY CIRCLE RIGHT OF WAY LAWN MAINTENANCE**

The Association maintained strip of lawn is mowed on Mondays.



## **GATES**

There are three (3) vehicle entry gates in the community located on 139 Valley Springs Road (Main Gate), Racquet Club Road (East Gate) and Ramble Way (South Gate).

## **CAR TRANSPONDERS & PROXY CARDS**

A Car Transponder can be obtained at the Main Gate. Two car transponders are allotted to each lot. Additional or replacement car transponders are available for a small fee.

The Access Control Team will apply the car transponder to your vehicle. The vehicle must be present.

*\*\*Car transponders should not be provided to non-residents, such as friends, vendors, etc. It is the homeowners responsibility if damage is caused by a non-resident.*

There are also several pedestrian gates in the community. These are opened by a proxy card which will also open the doors at the Living Well Center and Buck Spring Cabin. The pedestrian gate on Niagara Drive does require a code. Feel free to contact the Association Office for the code. Cards can be obtained from the Access Control Team. Two passes are allocated to each lot. Additional or replacement proxy cards are available for a small fee.

## **GUEST ACCESS AND PROTOCOL**

There are several access methods below for your guest to use. If a guest comes to a resident's home they should be listed in the residents on-line profile on the community website (<https://therambleca.connectresident.com/>), or the resident should contact Access Control (828-277-5051) to advise a guest is expected.

If the guest isn't listed in the residents on-line profile, the resident will be contacted to give approval for the guest to proceed to their home. It is very important that we have current telephone numbers to ensure our ability to contact you. Please contact the Association Office at (828) 277-6675 or visit the resident portal to make changes. If contact with the resident can't be made, the guest will be turned away. We will NOT contact residents after 10pm at night, the guest will need to contact them for approval to come to their home.

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“Construction” - vendors that are involved in the construction of a new home or renovation/addition to an existing home should be instructed to enter through the South Gate.

“Service Provider” - any vendor performing regular service/maintenance (ie: landscape maintenance, pest control, interior services, interior electrical/mechanical service, etc...) to an existing home may enter through any gate. If your vendor is a frequent visitor to The Ramble for multiple families (ie: landscapers, pest control), Access Control will have their contact information on file and the vendor will be provided with a Visitor Access Pass to display on the dashboard of their vehicle while visiting in The Ramble, similar to how the building contractors are processed at the South Gate. You should contact Access Control to confirm the vendor you are expecting is on the "frequent vendor list".

If you are planning a party, provide a guest list to the Gatehouse staff one (1) week before your event. You may also request a 'Party Code' to distribute to your guests that will be active for the date of your event. Please allow three (3) days to process your request to activate the code.

You are also invited to use the gate callbox system. A callbox is installed at each gate that any guest can use to contact you by following the directions on the screen.

Press '#' to view directory.  
Press '#' or to scroll directory.  
Locate name in the directory.  
Enter the directory code to call resident.

When the call is answered at your home, the guest can announce themselves and you will press and hold '9' to remotely activate the gate. The call will disconnect automatically. If you are not certain if you are included in the Callbox Directory, please contact the Access Control (828) 277-5051.

**Please be advised:** if the Access Control Team is unable to verify your vendor or guest using one of the measures outlined above they will NOT be granted entry into The Ramble. We never want to deny access to any guest or vendor, or cause additional fees to you for vendor return visits, so please be sure you communicate when your guests or vendors are arriving. That said, our PRIORITY is the safety and wellbeing of our Owners and their guests. If we cannot confirm a vendor's/guest's approved access into The Ramble, they will not be allowed entry.

*The resident gate code is updated quarterly for the exclusive use by Ramble residents. Please **do not** distribute this code to non-residents.*



### **AMENITY RESERVATION**

Living Well Center, Buck Spring Cabin & Longmeadow Park

All of these amenities are also available to Ramble Community Association owners for private use. If you would like to reserve one of these venues please contact the Association office at 828-277-6675 or [Lynn.Spurling@fsresidential.com](mailto:Lynn.Spurling@fsresidential.com).

*Pets are not allowed in the Buck Spring Cabin or the Living Well Center.  
No smoking and/or vaping allowed. Shoes must be worn in the Living Well Center.*

***Living Well Center Hours of Operation: Open 4am & Close 11pm***

### **MOTORIZED VEHICLES**

The Ramble Community Association Covenants require motorized vehicles such as golf carts, ATVs and motorized scooters to have a North Carolina DMV issued tag to be permitted to operate on Ramble roads. In addition, no person less than 16 years of age should be operating a golf cart/ATV on Ramble roads. Also, per the Community Charter, golf carts do need to be stored in the garage.

Our trail system is open to pedestrian and bicycle (non-electric) traffic only. No horses or motorized vehicles are permitted on the trail system, including golf carts, ATVs, motorized scooters, motorized skateboards and e-bikes. From time to time Association Management will approve maintenance vehicles to travel on Ramble trailways for maintenance access purposes.



## **The Ramble Fitness Center**

*Please take a moment to review the following gym rules:*

The fitness area is maintained by The Ramble Community Association (“Association”). The fitness area is for Owners and their accompanied guests. This facility is not supervised.

- 1.) **Use equipment at your own risk.**
- 2.) **The Association is not responsible for any injuries or accidents.**
- 3.) Children under 16 must be accompanied by an adult.
- 4.) Please wipe off equipment after use. Wipes are provided for your convenience.
- 5.) Appropriate gym dress – includes clean clothing (top & bottom) and athletic shoes (no dress shoes, boots or sandals).
- 6.) Pets are not allowed in the Fitness Center.
- 7.) No loud music in gym. Please use headphones.
- 8.) No smoking, vaping, or any use of tobacco allowed.
- 9.) No horseplay, alcoholic beverages, food or breakable objects allowed in the Fitness Center.

Please report faulty or damaged equipment to a staff member.

In case of an emergency, please call 911 then call the Main Gate, 277-5051.

A First Aid kit and defibrillator are available in the fitness center.

*If the above rules are disregarded, owners risk fines or suspension of use of the amenities by the Board of Directors of the Ramble Community Association.*

*Approved 8.28.18*

*Revised 9.25.19*



## The Ramble Tennis & Pickleball Court Rules

*Please take a moment to review the following tennis & pickleball court rules:*

The tennis and pickleball courts are maintained by The Ramble Community Association (“Association”). The courts are for Owners and their accompanied guests.

- 1) The courts are for private use only.
- 2) All persons using the tennis or pickleball courts do so at their own risk. Owners and management are not responsible for accidents and injuries.
- 3) Management reserves the right to deny use of the courts at any time.
- 4) Proper footwear is required.
- 5) Do not abuse net or other equipment.
- 6) Children under the age of 12 must be accompanied by an adult.
- 7) Court hours are from daylight to 10pm.
- 8) Courts can be reserved for private use via the community website.
- 9) Emergency telephone is located adjacent to the set of doors closest to the outside stairs.

The following prohibitions must be observed:

**NO**

- Boisterous or rough play
- Wheeled toy vehicles including skateboards, bicycles, rollerblades, etc.
- Glassware or breakable items
- Loud Music
- Animals or pets
- Profanity
- Smoking, vaping, or any use of tobacco allowed.

*If the above rules are disregarded, owners risk fines or suspension of use of the amenities by the Board of Directors of the Ramble Community Association.*



## **The Ramble Pool Rules**

*Please take a moment to review the following pool rules:*

The swimming pool area is maintained by The Ramble Community Association (“Association”). The pool is for Owners and their accompanied guests. The pool is a heated saline pool.

- 1) Guests may use the pool, but they must be accompanied by their member host.
- 2) The gate to the pool area must be kept closed except to pass through.
- 3) Any owners/residents using the pool are responsible for securing the gate, lowering of umbrellas, removal of personal items and trash when leaving the pool.
- 4) POOL HOURS are from Dawn to Dusk. The pool may be closed for swimming at times due to special events.
- 5) Please shower before entering pool.
- 6) All persons using pool do so at their own risk. Owners and management are not responsible for accidents and injuries.
- 7) Maximum number of swimmers allowed in pool is 85 persons.
- 8) Emergency 911 phone is located outside lower level of the Living Well Center.
- 9) Defibrillator & First Aid Kit is located on wall next to middle exit doors.
- 10) The pool is open to all residents and cannot be reserved for private use.
- 11) Management reserves the right to deny use of the pool at any time.

### **SAFETY**

- a) No lifeguard or attendant is on duty. Therefore, users swim at their own risk.
- b) Swimming alone is unwise and strongly discouraged.
- c) Since water is a ready conductor of electricity, to avoid risk of death or injury, the pool should not be used during an electrical storm. Wait 30 minutes after thunder is heard before entering the pool.
- e) Children under 12 must be supervised by an adult at all times.

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The following prohibitions must be observed:

- NO**
- Diving
  - Running, boisterous or rough play
  - Wheeled toy vehicles including skateboards
  - Glassware or breakable items
  - Loud Music
  - Animals in the pool or on pool deck
  - Profanity
  - Smoking, vaping, or any use of tobacco allowed.

*If the above rules are disregarded, owners risk fines or suspension of use of the amenities by the Board of Directors of the Ramble Community Association.*



## **The Ramble Trail Rules and Regulations**

*Please take a moment to review the following trail regulations:*

The trail system is open for use 30 minutes before dawn until 30 minutes after dusk each day.

- The trail system is open to pedestrian and bicycle traffic. No horses or motorized vehicles are permitted.
- Wildlife and plants in parks and along the trails should not be disturbed. Please leave flowers and plants for others to enjoy.
- Please travel on the right side of the trail and pass on the left.
- Bicyclists should travel slowly and yield to pedestrians using an auditory signal before passing.
- Protective head gear is required for bicyclists 16 years of age and younger.
- Bicyclists traveling after dark should have proper illumination and reflectors.
- All pets are welcome but must be kept in control on a maximum 6-foot leash.
- Pet owners are required to clean up after their pets. Waste removal bags are conveniently located throughout the trail system.
- Please use trash receptacles for litter.
- The use of alcohol or illegal drugs is prohibited in common areas and trails. Alcohol is permitted for events with approval from management team and an insurance policy must be purchased prior to events.
- Please be respectful of a private property in a common area by remaining on the trail.
- Pedestrian gates are located at all vehicle gates (3). There is also pedestrian gate located on Chauncey Circle and Niagara. All pedestrian gates are accessible with your swipe card.



## **Holiday Decorations Policy**

*Please take a moment to review the following policy:*

Decorations may be displayed up to 30 days in advance of the seasonal Holiday.

Exterior Holiday decorations shall be removed within a (7) day period after the completion of the seasonal Holiday. All decorations should be installed in a tasteful manner and properly maintained at all times.

At no time will the seasonal Holiday decorations be installed on Ramble common property, without prior permission from the DRC, which will be provided, subject to the appropriateness of the decorations, only for a private party held on Ramble common property in compliance with the community procedures.

Special Occasions Observance:

- Birth Announcement may be displayed for 1 week.
- Graduation announcements may be displayed for 1 week.
- Birthday decorations may be displayed for 1 day.

*\*\*Resolution dated 11.24.2010\*\**



## **Living Well Center Holiday Blackout Dates**

Listed below are dates that the Living Well Center can't be reserved for private resident events.

- New Year's Eve & Day
- Easter & Passover
- Memorial Day & weekend
- Fourth of July & Saturday (pre/post)
- Labor Day & weekend
- Thanksgiving Day
- First & Last Day of Hanukkah
- Christmas Eve & Day

*\*Management may block other dates during the year for Community events\**

*Approved 6.26.2018*



## **Lease Term Policy**

The minimum term of any lease for any Unit in the Ramble by an Owner thereof shall be for a minimum term of 12 months.

*\*\*Resolution dated 04.24.2018\*\**



## Design Review Committee

The Design Review Committee (DRC) is prepared to assist owners and builders in achieving the appropriate architectural vocabulary for their homes to ensure that the entire built community is recognized not only for its natural beauty but, for its significant architectural contribution to the built environment.

To make improvements to your home or lot post construction you must fill out the Architectural Improvement form.\* Architectural improvements must be **APPROVED** by the DRC prior to scheduling work to begin.

The DRC meets the 4<sup>th</sup> Thursday of each month. In order for you to be added to the agenda, the appropriate documents need to be submitted to the Management office, Attn: Lynn Spurling, [Lynn.Spurling@fsresidential.com](mailto:Lynn.Spurling@fsresidential.com), by noon on the 3<sup>rd</sup> Wednesday of the month. Meeting dates are subject to change.

*\*If you are an owner on Chauncey and Niagara, please be sure to also check the Town Of Biltmore Forest website for further regulations, <https://www.biltmoreforest.org/home-1>.*

*\*The Architectural Improvement form can be found on the community website, <https://therambleca.connectresident.com/>, or contact the Association Office, 828-277-6675, for a copy of the form.*

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### IMPROVEMENT APPLICATION FEES

This Classification of Improvements / Fees Schedule defines the Three Levels of review required by the DRC and retained consultants and the Application Fees associated for each Level. The complexity of the Improvements noted on your Application will dictate which Level of review is required.\*

LEVEL I	LEVEL II	LEVEL III
<p>\$100.00 Application Fee includes DRC review of (unless otherwise specified):</p> <ul style="list-style-type: none"> <li>• Exterior Lighting</li> <li>• Flag Poles</li> <li>• Garage doors, if altered from original design</li> <li>• Garden art if visible from the street or The Ramble Property <i>and</i> exceeds 2' in height</li> <li>• Garden window if visible from the street or The Ramble Property</li> <li>• Ground level deck if visible from the street or The Ramble Property</li> <li>• Lamp Posts</li> <li>• Landscaping (plant material, irrigation) the yard of a residence while maintaining installed driveway, walks, and walls</li> <li>• Screen doors</li> <li>• Sheds visible above fence line</li> <li>• Shutters, if altered from original design</li> <li>• Window awnings</li> <li>• Any change that deviates from the approved color palette and exterior style of a home or fence</li> <li>• Diverters/ Gutters/ Down Spouts other than pre-approved</li> </ul>	<p>\$250.00 Application Fee includes DRC review of:</p> <ul style="list-style-type: none"> <li>• Any hardscape modifications</li> <li>• Diverters/ Gutters/ Down Spouts other than pre-approved</li> <li>• Open patio covers.</li> <li>• Original landscape installations and modifications</li> <li>• Original fence/wall modifications</li> <li>• Spas, fountains, water elements, pumps, motors, any noise producing Improvements, pet enclosures</li> <li>• Solar energy systems</li> <li>• Free standing structures, i.e. gazebo, playhouse, play structure</li> <li>• Roofed patio covers</li> <li>• Roofs</li> </ul>	<p>\$500.00 Application Fee includes DRC review of:</p> <ul style="list-style-type: none"> <li>• Room additions</li> <li>• Enclosed patios</li> <li>• Exterior stairs</li> <li>• Second floor decks</li> <li>• Detached or attached living areas (i.e., outdoor kitchens, bathrooms, loggias)</li> <li>• Major architectural changes or additions to the Residence that impact the Residence building mass</li> <li>• Pools,</li> </ul>

\*If a permit is issued, a time limit of 6 months with a \$5,000 Construction/Environmental Damage deposit is required. If there is any deviation from the time line, an extension request should be submitted to the Design Review Committee 30 days prior to the expiration date. It is the responsibility of the homeowner and contractor to ensure the time limit requirements is monitored.

\*Tree removals require a review to ensure a replacement is not needed. Please review the application form for the review requirements.

**\*Checks made payable to The Ramble CA.**

**NOTE:** This listing for class of Improvements is not all-inclusive; however, it serves as a guideline for the Board of Directors, the DRC, retained consultants and the Owner for the Application process. \*Refer to DRC Guidelines (Section E: Landscape & Section F)

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## Community Website

Welcome to your Community Website, <https://therambleca.connectresident.com/>. If you have not logged into the new website, you must register before logging in.

## Dashboard

From your dashboard, you can find forms and documents, check the community calendar, view community details, contact the manager, and manage your association fees.

The dashboard features several sections:

- My Balance:** Shows a balance due of N/A with a 'MAKE PAYMENT' button.
- Forms & Documents:** Lists documents such as '2020 Waste Pro Schedule', 'Board Minutes\_10/22/2019', 'Financial Statements\_03/31/2020', and 'Financial Statements\_01/31/2020'.
- Quick Actions:** Includes 'Community News', 'Amenities' (with a note: 'Click here to view the Amenities page.'), 'Visitors', 'Architectural Modifications' (with a note: 'Send in your DRC application here if you prefer doing it electronic vs. paper.'), 'Service Requests', and 'The Ramble Community Events'.
- Calendar:** Shows a calendar for May 2020 with a note: 'All Community Events are posted on the Community Calendar.'

## Resident Directory

The Resident Directory page includes:

- A sidebar with navigation options: Dashboard, My Account, Community (with a note: 'Click on Community'), and Help.
- A main header with tabs for 'Calendar', 'Forms And Documents', and 'Directory'.
- A calendar view for February 2019 with a note: 'Click on Directory' pointing to the 'Directory' tab.

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**What may I recycle?**

**Metal Cans**

- Aluminum
- Steel
- Tin
- Empty aerosol cans

**Only food, beverage, personal care or household plastic containers**

- Glass Bottles and Jars (clear, brown, green)
- Aluminum Pie Tins, Food Trays
- Milk & Juice Cartons
- Juice Boxes

**Mixed Paper**

- Newspapers and Inserts
- Catalogs
- Junk mail
- Magazine
- Cereal boxes
- Egg cartons (paper)
- Envelopes
- Manila envelopes
- Office paper
- Paper
- Phone books
- Glossy paper
- Post-It-Notes
- Brown paper bags
- Paper towel rolls
- shredded paper (place in paper bag with top rolled down)

**Lay flat under bins:**

**Corrugated Cardboard**

Because we love to recycle, we hate ever to turn anything away, but there actually ARE some things we can't accept at Curbie. Here are the top ten items that Curbie receives but can't accept:

1. Plastic Bags
2. Paper towels
3. Aluminum foil
4. Black microwaveable trays
5. Plastic film (bubble wrap, plastic wrap)
6. Styrofoam / packing peanuts
7. Dishes
8. Mirror and window glass
9. Motor Oil bottles
10. Metal items that are not cans-- like frying pans/pots



## Manage & Pay Your Charges & Assessments Online

We provide a convenient and secure way for you to manage and make payments online through **ClickPay**. Get started by following the instructions listed below.

### Step 1

#### Creating Your Profile

Visit [www.ClickPay.com/FirstService](http://www.ClickPay.com/FirstService), click **Register**, and then create your online profile.

**Account Already Exists?**  
If you receive a message stating that an account already exists, you have already been pre-registered within ClickPay. Click the link within the activation email sent to you or simply request a password reset link to gain you access to your existing profile.

### Step 2

#### Connecting Your Property

Enter the FirstService Residential account number found on your statement or coupon and the Last Name listed on the property agreement.

**Last Name Entered Not Working?**  
Try the co-owner last name or if a business, the full name of the business associated with your unit.

**Direct-Debit Users**  
If you're looking to gain access to your existing automatic ACH Direct-Debit profile transition to ClickPay, you will be required to verify your banking details associated with this payment schedule.

### Step 3

#### Setting Up Payments

From the home screen, select **Auto Pay** in order to set up automatic recurring payments or select **Pay Now** to make one-time payments.

**Adding a Payment Option**  
When setting up one-time or automatic payments, you will be required to select a new or existing payment option, including e-check (ACH) for **FREE** or credit and debit card for a nominal fee.



For more information on how to set up an automatic recurring payment through ClickPay, visit [www.clickpay.com/gethelp](http://www.clickpay.com/gethelp).

#### Managing Your Account

From the home screen, select **My Account** in order to:

- ✓ Manage or Update Your Profile
- ✓ View Your Online Payment History
- ✓ Manage or Add/Remove Payment Options
- ✓ Add or Remove additional properties

**Need Additional Help?** Visit [www.ClickPay.com/GetHelp](http://www.ClickPay.com/GetHelp) or call 1.888.354.0135 (option 1).

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**Landscapers**

Snow Creek Landscapes  
828-687-1677

Homestead Lawn & Landscape  
828-681-0400

Outdoor Impressions  
828-216-2380

Pinnacle Landscapes  
828-779-4128

BB Barnes  
828-684-9190

Wild Acres Landscape  
828-230-8844

High Country Landscape  
828-216-2812

TPS Landscaping  
828-684-8050

Appalachian Creek  
828-296-7396

Mountain Green Landscaping  
'Sotero H. Estrada' <se.mountaingreen@att.net>

Lastly, the Association uses Landmark Landscapes. They also service some of the owners here.

Cristine Dzielak  
Director of Business Development  
Mobile (828)333-3147  
[crissy@landmarkcarolinas.com](mailto:crissy@landmarkcarolinas.com)

**PERENNIALS FOR WESTERN NORTH CAROLINA**

\*\*Provided by CRISSY DZIELAK LANDMARK WNC\*\*

[www.landmarkcarolinas.com](http://www.landmarkcarolinas.com)

**\*\*ALL STAR TOP 10\*\* In order of approximate Bloom time**

**Phlox subulata** – Moss Phlox *March-April* Blue, Pink & White-Dry Slopes, first spring color, disappears later in season.

**Peony** –*April- May* ‘Sarah Bernhardt’ ‘Festiva maxima’ White ‘Shirley Temple’- Pale almost white ‘Alexander Fleming’ Early foliage reddish. Sun part Shade

**Nepeta** – Catmint *April-July* ‘Junior Walker’ ‘Walkers Low’ Part shade, long booming, deer resistant.

**Salvia** *May – June* ‘May knight’ ‘Little Knight’ ‘Sally Rose’ - Tidy, compact clumps. Full Sun

**Penstemon** Beardtongue *May - July* ‘Husker Red’ – Dark foliage, Pink-white flower, long blooming spikes

**Coreopsis** – *June-July.* grandiflora ‘Early sunrise’ verticillata ‘Moonbeam’ Pale yellow compact ‘Zagreb’ Golden

**Echinacea** *June- July* **purpurea**

**Perovskia** – Russian Sage *July-Sept’* Full Sun, Well drained Soil, Deer resistant

**Sedum** *Aug- Nov* ‘Autumn Joy’ ‘Blue Spruce’ ‘Angelina’ ‘Voodoo’ Full sun well drained, succulent looking

**Grass** *Aug – Sept* Little Bluestem ‘The Blues’

**Achillea** – Yarrow *June-Sept* ‘Moonshine’ yellow 18-24” ‘Paprika’ Red/orange ‘Terra Cotta’ peach colored Well drained

**Agastache** – Licorice Mint *June-Sept.* ‘Blue Fortune’ Silver foliage, pollinator attractor

**Ajuga** ‘Burgundy Glow’ ‘Bronze Beauty’ ‘Catlins Giant’ vigorous groundcover for tough spots full sun to full shade

**Alchemilla** – Lady’s Mantle- *June* ‘Thriller’ compact form. Sun- part Shade Silvery foliage, yellow blooms, Deer resistant.

**Amsonia ‘hubrichtii’** Blue Star *March-May 3’* Full Sun – part Shade feathery foliage, Fall color outstanding

**Anemone** Wind Flower. *Aug-Sept* ‘Cinderella’ ‘Honorine Jobert’ - Part shade, Clump base with blooms 24-48” tall.

**Aquilegia** Columbine *April* ‘Origami’ ‘Clementine’ – Moist, semi shade. tough, self-seeder. Early with Peonies

**Aralia ‘Sun King’** *June - Aug* – For gold foliage interest, large tropical leaves, deer resistant, part shade.

**Armeria** – Thirfit See Thrift. Full Sun Mid Spring Rock gardens well drained

**Artemesia ‘Silvermound’** Foliage interest, silver lacy looks good for a long time, deer resistant ‘Wormwood’

**Asclepias incarnata-** Swamp Milkweed *June – Aug.* Pink. Part shade. Native 24-48”

**Asclepias tuberosa** - Butterfly Milkweed. *June-Aug.* Orange blooms 24-36” Full sun. Drought tolerant, well drained. Monarch Host plant. Late summer early fall.

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**Aster** – *September* ‘Woods Light Blue & Pink’ White Wood Aster and Aster laevis – Smooth Aster 2-4’ part shade

**Astilbe** – *June-Sept* depending on early or mid ‘Fanal’ ‘Pink Sprite’ ‘Bridal Veil’ 18-30” Moist, part shade to full sun.

**Baptisia australis** Wild Indigo *April-June* – ‘Purple Smoke’ Sun/Part shade. Well drained. Tall Clump 36-48”

**Begonia grandis** – *June- Frost*. Perennial begonia groundcover. Spreading, long blooming. Moist Sun-Shade.

**Bergenia** – ‘Pigsqueak’ shade, winter interest foliage color, blooms early Spring

**Brunerra** – ‘Jack Frost’ ‘Alexander the Great’ – *Mach-April* Deer resistant, bright foliage for shade. “False Forget me not”

**Chrysogonum** Green and Gold *March to June* Groundcover part shade.

**Coreopsis** – Tickseed grandiflora ‘Early Sunrise’ verticillata ‘Zagreb’ ‘Moonbeam’ ‘Route 66’

**Crococsmia** – ‘Lucifer’ – Bulb or plant form Late Spring Early Summer Full Sun, great foliage interest

**Dianthus** –*April- June* ‘Baths Pink’ ‘Firewitch’ ‘Fire Star’ – Fine Texture, Spring color, well drained Rock gardens.

**Dicentra spectabilis** Bleeding Heart, *Mar-April* Shade, Deer resistant

**Echinacea** *June- July* Purpurea ‘Magnus’ ‘Pow Wow’ ‘Cheyenne Spirit’ Full sun Plant in Spring to establish

**Epimedium rubrum’ or versicolor ‘Sulphureum’**- Barrenwort *April-May* Dry shade groundcover dainty orchid blooms.

**Eupatorium** – *July-Sept*. ‘Little Joe’ – Dwarf form of huge native seen along roadsides and ditches.

**‘Euphorbia’** *March-April* x martinii ‘Tiny Tim’ ‘Ruby Glow’ Spurge, almost evergreen, deer resistant

**Ferns-** ‘Painted’ ‘Christmas’ Autumn Brilliance’ – Shade – Part Sun Deer Resistant, many varieties for varying conditions

**Gaillardia** Blanket Flower *June – Sept*. ‘Goblin’ ‘Arizona Sun’ –, Full sun Well drained-sandy. Long bloomer.

**Gaura** ‘Passionate Blush’ ‘Whirling Butterflies’, *May-August* Long Blooming, drought tolerant

**Geranium** – ‘Biokovo’ ‘Rozannie’ – *May – July* Long blooming, Part shade. Deer resistant.

**Grasses & Sedges** – Low maintenance, essential for texture. Do not plant too late in Fall – do not respond to cold wet conditions. Cut back early in Spring just as starting to green

**Andropogon** ‘Red October’ Big Bluestem 5-7’ or **Andropogon virginicus** Broomsedge 2-4’

**Calamagrostis** x ‘Karl Forerster’ Upright longlasting golden plumes

**Schizachyrium scoparium** ‘Standing Ovation’ Little Bluestem. Upright gorgeous color 3’

**Carex** ‘Ice Dance’ ‘Ever Color Series’ Part shade variegated & colored forms, alternative to Liriope

**Bouteloua gracilis-** ‘Blonde Ambition’ Blue Grama 6”-1’ Ground cover sideways seedheads.

**Juncus Blue Arrow** – 2-3’ Tall winter interest, wet planters

**Panicum** ‘Heavy Metal’, ‘Shenandoah’ ‘Red Ribbons’

**Pennisetum** ‘Hamelin’ ‘Little Bunny’ ‘Karley Rose’ – Puff blooms, long seed heads

**Muhlenbergia** Pink & White – Need Full sun and excellent drainage, almost sandy soil.

**Helleborus** – ‘Pink Frost’ ‘Mardi Gras’ ‘Merlin’ – Lenten Rose, Shade, Deer resistant. Use plants to disguise faded foliage

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**Herbs** – Thyme as groundcover alternative, Lavender, Rosemary hardy if protected location, Sage tricolor

**Heuchera** ‘Caramel’ ‘Purple Palace’ ‘Citronelle’ - Part Shade, Well drained soil, containers – foliage interest

**Heucherella** ‘Art Nouveau’ Huge leaf, variegated, showy foliage, not deer resistant

**Tiarella x.** Foamflower ‘Sugar & Spice’ ‘Brandywine’–. Foliage interest for shady spots Fragrant flowers, at home among Hosta & Heuchera, Ferns. Can handle dry shade.

**Hibiscus** *June- Aug* ‘Kopper King’ ‘Luna Red’- Huge showy tropical flowers.

**Hosta** – ‘Guacamole’ Heat tolerant ‘Frances Williams’ ‘Humpback Whale’ 4’ x7’!

**Hypericum calycinum** – Groundcover St John’s Wort. Cut back, re-flush in Spring. Dense spreader.

**Iris** – ‘Crested’ – native grows in rocky masses, Siberian – ‘Caesar’s Brother’ Germanica’ **Autumn Circus’** – reblooming bearded

**Leucanthemum** – Shasta Daisy *June - Aug* ‘Snow Cap’ ‘Snow Lady’ ‘Daisy Duke’– Dwarf forms of the standby ‘Becky’

**Liatris** – Blazing Star *Aug-Sept* ‘Kobold’ Adaptable, Full sun, spikey texture

**Lobelia cardinalis** –Cardinal flower *July- Sept.* Red native shady moist spots. Blue form ‘Great Lobelia’

**Monarda** – ‘Raspberry Wine’, ‘Jacob Cline’-Red *May – Sept* improved Mildew resistance. Part shade, good air flow, consistent moisture. Bergamot, Oswego Tea, herb family.

**Penstemon** – ‘Husker Red’ ‘Dark Towers’ Long blooming Deer resistant, Sun part shade

**Peony** – ‘Dr. Alexander Fleming’, ‘Shirley Temple’ Deer resistant, cut flower, part shade sun

**Perovskia** – ‘Little Spires’ Russian Sage Full Sun well drained soil do not cut all the wall back

**Phlox paniculata** *July- Sept* ‘David’ ‘Bright Eyes’ ‘Flame Series’ – Full sun part shade. Fragrant. Provide air circulation.  
New forms improved Powdery mildew resistant.

**Phlox subulata** March Early April – Creeping Phlox White, Blue & Pink Early spring color full sun slopes

**Rudbeckia** *July- Oct* fulgida ‘Goldsturm’ ‘Maxima’ -Silver foliage, Tall form, Late summer classic. Hirta less hardy

**Sedum** – ‘Autumn Joy’ and Upright Forms ‘Blue spruce’ ‘Angelina’ John Creech’ Rock Gardens Full Sun

**Sisyrinchium angustifolium** Blue Eyed Grass *May- June*– Actually in Iris family. Showy in masses, open after lunchtime.

**Stokesia** Stokes Aster *May - Aug* ‘Peachie’s Pick’–originates from a native, Well drained, Full Sun.

**Verbena bonariensis** *July - August* Tall verbena Full sun later summer bloomer. Meadow Looking. Bees and Butterfly attractor.

**Vernonia** Ironweed *Aug-Sept* 4’+ – Late summer, great for Pollinators and winter interest.

**Yucca filimentosa** ‘Bright Edge

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**DEER RESISTANT/"LESS PREFERRED" LIST**

Yarrow (*Achillea millefolium*),  
Monkshood (*Aconitum*),  
Allium  
Columbine (*Aquilegia*),  
Artemisia,  
Asters.  
Astilbe, L  
ady's Mantle (*Alchemilla mollis*),  
Wild-Blue Indigo (*Baptisia australis*),  
Boltonia,  
Fairy Candles (*Actaea simplex* & *A. racemosa*),  
Peony,  
Foxglove (*Digitalis*),  
Jacob's Ladder (*Polemonium reptans*),  
Meadow Sage (*Salvia*),  
Hellebore,  
Loosestrife (*Lysmachia*),  
Beebalm (*Monarda*),  
Catmint (*Nepeta*),  
Russian Sage (*Perovskia*),  
Yucca,  
Black-eyed Susan (*Rudbeckia*),  
Meadow-Rue (*Thalictrum*),  
Foamflower (*Tiarella*),  
Speedwell (*Veronica*),  
Scabiosa,  
Ginger (*Asarum*),  
Bearberry (*Arctostaphylos*),  
Bugle Weed (*Ajuga*),  
Lily-of-the-Valley (*Convularia majalis*),  
Snow-in-Summer (*Cerastium*),  
Dead Nettle (*Lamium*),  
Creeping Juniper,  
Pachysandra,  
Lungwort (*Pulmonaria*),  
Squill (*Scilla*),  
Summer Snowflake (*Leucojum*),  
Winter Aconite (*Eranthis*),  
Snowdrops (*Galanthus*),

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**DEER RESISTANT/"LESS PREFERRED" LIST**

Grape Hyacinth (Muscari),  
Sedum,  
Hens-and-Chicks (Echeveria),  
Myrtle (Vinca),  
Potentilla,  
Lavender-Cotton (Santolina),  
Cotoneaster,  
Bergenia,  
Sweet Woodruff (Galium), Ferns,  
Daffodils (Narcissus),  
Barrenwort (Epimedium)

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Be BearWise  
OUTDOORS

## Six Outdoor BearWise Basics



### Stay Alert & Stay Together

Pay attention to your surroundings and stay together. Avoid walking, hiking, jogging, or cycling alone. Keep kids within sight and close by. Leave earbuds at home and make noise periodically so bears can avoid you.



### Leave No Trash or Food Scraps

Double bag your food when hiking and pack out all food and trash. Leaving scraps, wrappers, or even "harmless" items like apple cores teaches bears to associate trails and campsites with food. Don't burn food scraps or trash in your fire ring or grill.



### Keep Dogs Leashed

Letting dogs chase or bark at bears is asking for trouble; don't force a bear to defend itself. Keep your dogs leashed at all times or leave them at home.



### Camp Safely

Set up camp away from dense cover and natural food sources. Cook at least 100 yards from your tent. Do not store food, trash, clothes worn when cooking, or toiletries in your tent. Store in approved bear-resistant containers OR out of sight in a locked vehicle OR suspended at least 10 feet above the ground and 10 feet from any part of the tree.



### Know What To Do If You See a Bear

Black bears are seldom aggressive and attacks are rare. If you see a bear before it notices you: stand still, don't approach, and enjoy the moment; then move away quietly in the opposite direction. If you encounter a bear that's aware of you: don't run; running may trigger a chase response. Back away slowly. Visit [BearWise.org](http://BearWise.org) to learn what to do if a black bear approaches, charges, or follows you.



### Carry Bear Spray & Know How To Use It

Bear spray is proven to be the easiest and most effective way to deter a bear that threatens you. It doesn't work like bug repellent, so **never** spray your tent, campsite or belongings.



Learn More:  
[BearWise.org](http://BearWise.org)



Helping People  
Live Responsibly with Black Bears

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# BearWise

## Outdoor Safety Tips

### Hiking



- Be aware of your surroundings.
- Try not to hike alone.
- Keep kids within sight and close by.
- Make noise periodically so bears in the area can avoid you.
- Keep dogs leashed at all times, or leave them at home.
- Double bag your food and pack out all food and trash.

*Leaving scraps, wrappers or even "harmless" items like apple cores teaches bears to associate trails and campsites with food.*

### Camping



- Keep a clean camp.
- Don't burn food scraps or trash in your fire ring or grill.
- Do not store food, trash, clothes worn when cooking, or toiletries in your tent. Store in approved bear-resistant containers OR out of sight in a locked vehicle OR suspended at least 10 feet above the ground and 10 feet from any part of the tree.
- In the backcountry, set up camp away from dense cover and natural food sources.
- Cook at least 100 yards from your tent, downwind if possible.

### Hunting & Fishing



Hunters and anglers are more likely to encounter bears because they move quietly and travel during early morning and late evening hours when bears are most active.

- Follow tips for hiking and camping safety.
- Know that carcasses, gut piles, and bait may attract bears.
- If a bear beats you to your catch or kill, don't try to reclaim it; leave the area when it is safe to do so.



### Carry Bear Spray & Know How To Use It

Keep bear spray accessible; it's proven to be the easiest and most effective way to deter a bear that threatens you. It doesn't work like bug repellent, so **never** spray your tent, campsite or belongings.

### If You Encounter a Bear

Black bears are seldom aggressive and attacks are rare.

- If you see a bear before it notices you: stand still, don't approach and enjoy the moment. Then move away quietly in the opposite direction.
- If you encounter a bear that's aware of you: don't run; running may trigger a chase response. Back away slowly in the opposite direction and wait for the bear to leave.

Visit [BearWise.org/bear-safety-tips/](http://BearWise.org/bear-safety-tips/) to learn what to do if a black bear approaches, charges or follows you.



### Precautions for Dog Walkers, Cyclists and Joggers



- Keep dogs leashed. Letting dogs chase or bark at bears is asking for trouble; don't force a bear to defend itself.
- Leave earbuds at home. Cyclists and joggers traveling quickly and quietly can easily surprise bears. Be aware of your surroundings and make noise periodically.

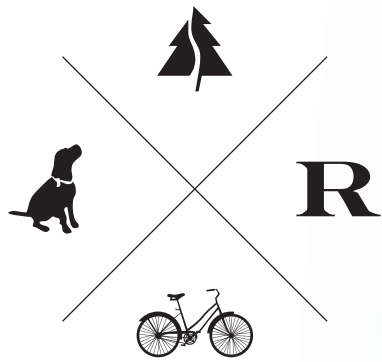


Learn More:  
**BearWise.org**



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**LEGEND**  
— TRAILS

3/27/06

section

A

~BUILDING A COMMUNITY~  
A LEGACY OF DESIGN



Photo of Longmeadow Park at Prospect Park

## Framework of a Community

The Ramble Biltmore Forest is built on the legacy of Frederick Law Olmsted and his heirs, and their unprecedented work in the design of communities, parks and public open space systems. As the father of Landscape Architecture, Olmsted's vision spread across America and helped shape the movement towards livable neighborhoods and elevated parks to a cultural level. His works, including Central Park and the community of Riverside are much loved and recognized for their design sensitivities and positive impact on the citizens that visit and use them. Locally, his collaboration with Richard Morris Hunt on George Vanderbilt's Biltmore Estate®, was his most complete work. This house and grounds have become one of the most important works in American architectural history. The house marries architecture and landscape with its dramatic siting at the edge of a hilltop, the sculpted approach drives, the terraced formal gardens, and the celebration of the natural landscape and distant views. Here too, was the birthplace of the American forest, with one of the most intensive reforestation efforts ever undertaken.

Following the building of the estate, Olmsted's sons influenced the beautiful Biltmore Forest community. Here, nestled in the mature woodlands, is a wonderful community that responds to a great landscape setting. The Biltmore Estate® and the community of Biltmore Forest define the architectural and landscape legacy of The Ramble Biltmore Forest. It is the intent of the heirs of George Vanderbilt to continue his vision of dramatic architecture responsive to its environmental setting.

The Ramble Biltmore Forest will build on Olmsted's and Hunt's creativity and craftsmanship. The community will be built on a comprehensive framework of parks and public open spaces, with much of the acreage permanently preserved as pristine woodlands. Architectural styles and materials will be vernacular to the region and responsive to the land. Construction techniques will be sustainable and environmentally sensitive. Landscape character will be preserved and enhanced.



Photo of Olmsted Gardens, Biltmore Company®



# Framework of a Community

CHARACTER OF THE COMMUNITY



## The Southern Appalachians: Understanding the Region

The Southern Appalachians contain extraordinarily diverse landscapes and rare forest types. As a result of this inherent natural beauty, the Southern Appalachians have been attracting visitors for centuries. In the late 19th century, Asheville was a popular health resort due to the availability of mineral springs, a pleasant climate and fresh air. Today, as the Blue Ridge Parkway and the Great Smoky Mountain National Park traverse the Appalachians, millions of visitors are exposed to the unique natural wonders of the region.

The Appalachian Mountains rise to a maximum of 6,684 feet, and diminish to less than 1,000 feet. As a result of this elevation change, highly varied climates and environments appear. The lower regions are filled with mixed deciduous woods throughout the dry zones and pines in the shaded, moist environments. As the topography rises, oak and hickory forests flank the slopes of the mountains leading to boreal and transitional forests on the ridge tops, representing almost every eastern forest type in America.

At the heart of the Southern Appalachians, these habitats converge seamlessly allowing visitors to hike from a deciduous forest in the lowlands to a spruce-fir forest on the ridge-tops to habitats at or near sea level, all within a matter of hours. However, these forest types are not easily distinguishable due to the moderating effects of the humidity level.

Resulting from the variation and multitude of forest types, the southern end of the Blue Ridge Mountains in Virginia and North Carolina possesses the greatest number of tree species in North America. Many of the species proliferate in record proportions and are among some of the oldest in North America.

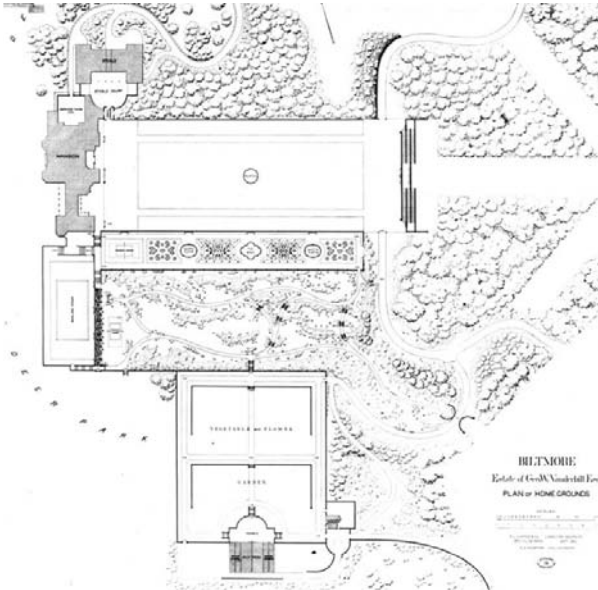


# Landscape Character of The Ramble Biltmore Forest

CHARACTER OF THE COMMUNITY



Aerial view of the Biltmore Estate®



Plan of the Biltmore Estate®

## The Legacy of the Biltmore Estate®

The rugged beauty of Asheville's rural terrain instantly bewitched George Washington Vanderbilt, and it is here that he decided to fulfill his long time vision of an estate that was to be modeled after the immense land baronies he had seen in Europe. They not only served as cherished retreats, but also as self-supporting businesses. And it had been suggested to Vanderbilt that commercial forestry represented a good investment, so he purchased 125,000 acres, and began taking the first steps toward his goal.

He would call the estate "Biltmore" - from Bildt, the Dutch town where his ancestors originated, and "more," an old English word for open, rolling land." He then commissioned architect Richard Morris Hunt and landscape architect Frederick Law Olmsted to collaborate on the estate's design. For Olmsted, this was his last private commission, and it is said to have been a summation of all his ideas.

Vanderbilt later hired Gifford Pinchot to help restore the forests of Biltmore at Olmsted's request. Pinchot was one of the first people in the United States to start thinking about forest health and management. His work established Biltmore Forest and what is now part of Pisgah National Forest as the Cradle of Forestry in America.

Much of Biltmore's lush woodland, the first forest in the country to be managed scientifically, was planted in the 1890's; today it covers some 4,500 acres. Although some improvements have been made to improve the quality of soil, water and wildlife habitats, the harvesting of mature trees, as well as selective thinning and pruning remains a vital part of current forest management.



Portrait of Olmsted painted by John Singer Sargent on display in the Biltmore House

Biltmore Estate® is a registered trademark of the Biltmore Company, Inc., Asheville, NC, which owns and operates Biltmore Estate® (www.biltmore.com), a National Historic Landmark. Biltmore Estate, which includes Biltmore House and Gardens, Biltmore Estate Winery and The Inn on Biltmore Estate, is owned and operated independently of Biltmore Farms, LLC.



# Landscape Precedents of Biltmore Estate

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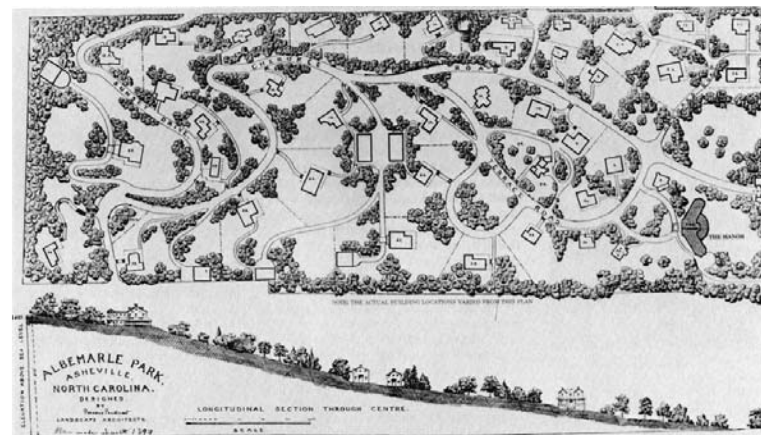
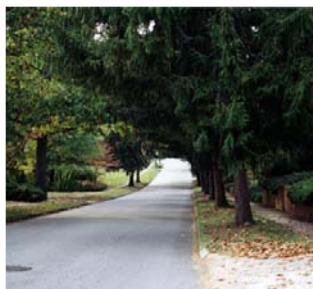
## The Biltmore Forest Neighborhood

The 1927 General Plan of Biltmore Forest was prepared by the Olmsted Brothers. The plan created a premier community of secluded home sites that responded to the rolling topography of the region. A major feature of the plan was Vanderbilt Place, a small town center with the Town Hall, and the Biltmore Forest Country Club, which was the social focal of the community. Serpentine streets traversed the site and connected a series of linear parks to the adjacent neighborhoods. Driving through Biltmore Forest today, one senses the power of the landscape. Home sites, although varying in size, are unified by the dense woodlands, stone walls and other unique landscape features.



# Landscape Precedents of Biltmore Forest

CHARACTER OF THE COMMUNITY



## The Neighborhoods of Asheville

Throughout the Asheville Region, there are many good examples of how communities are built in concert with the mountain topography. The extremes of elevation differences and geography create interesting and challenging sites for communities. Areas like Albemarle Park in Asheville and the Grove Park neighborhoods are built on very steep topography. Houses are designed to fit the site and adapt to the form of the land to create wonderful sequences of spaces with diverse landscape images of the Biltmore Estate® grounds. Broad use of exotic and regional plantings create a unique palette. The elements of stone and native mountain species are used extensively throughout Biltmore Forest and other Asheville neighborhoods to reinforce the image of the western North Carolina setting.



# Asheville Neighborhoods

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Photo showing the Bow bridge at Central Park



Photo showing Longmeadow Park at Prospect Park

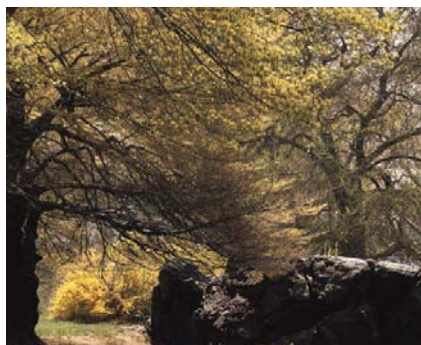


Photo showing the rock outcropping at Central Park

## The Green Network

### A System of Parks

The Ramble Biltmore Forest builds on Olmsted's vision of communities defined by great parks. In his design for Riverside, Olmsted defined three park types that were needed to fully define man's relationship with nature and community. The first type respected natural systems, so the preservation and enhancement of

greenways, rivers, streams and woodlands became part of Olmsted's park vocabulary. The second type was the neighborhood park that defined the image and addresses of the community. And the third type was the idea of great streets, accommodating both vehicles and pedestrians equally connecting the parks together into a system. In Riverside, these became beautiful parkway style streets. The public realm of The Ramble will feature an abundance of public gardens, community parks and green spaces.

When George Vanderbilt set about creating his famed home here, he strove to create a self-sustaining community, surrounded by the beauty of the Blue Ridge Mountains. He and Olmsted shared a vision of nature's importance in restoring harmony and balance to modern life. Here, at The Ramble Biltmore Forest, we have built a community based on this vision. Key to this effort is the preservation of our woodlands and streams and linking this wonderfully conserved natural area into the community with a series of larger neighborhood parks. These larger parks, including Crescent Park and Long Meadow Park, form the central fabric of the community - outdoor spaces for gathering and socializing. These designed spaces are intended to instill a variety of moods and allow for an array of uses, as Olmsted's parks were designed to do. In addition to the larger community parks, there are numerous, more intimate neighborhood parks scattered throughout The Ramble. These smaller neighborhood parks, linked to the larger community parks and conservation areas by greenway connections, form a comprehensive trail system.

The Ramble Biltmore Forest draws on Olmsted's precedents at the Biltmore Estate®. Within the Estate, the Italian Garden was envisioned as an outdoor room to be used by the Vanderbilt family for tennis and croquet, while the Estate's Ramble remained a place for solitary walks. It's this love of landscape, begun by Olmsted and continued in The Ramble Biltmore Forest that will animate community. The design and conservation principles will closely follow those found at the Biltmore Estate® and Biltmore Forest.



# A System of Parks

CHARACTER OF THE COMMUNITY



Photo showing Dairy Farm pavilion at Central Park



Photo showing the Bow bridge at Central Park



Photo showing gardens at Biltmore Estate®



## Architectural Landscape Elements

The architectural and landscape elements of The Ramble build on Olmsted's tradition of incorporating rich, traditional civic architecture into built landscapes. Central Park, Prospect Park, and the Biltmore Estate® all designed by Olmsted and his office incorporate finely detailed and crafted walls, piers, terraces, bridges, promenades, and park structures.

Here, at The Ramble, this tradition lives on to enrich the public realm.



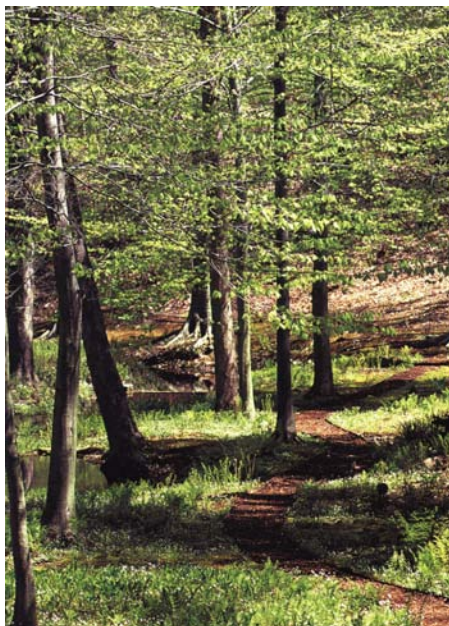
# Architectural Image of the Public Realm

CHARACTER OF THE COMMUNITY

3/27/06

## Natural Area Components

Much of the site will be preserved and the natural areas of The Ramble Biltmore Forest will be conserved for future generations to explore and fall in love with the distant views from our mountain tops, the majestic beauty of the wooded hill sides, the lush stream valleys, the rhododendron thickets, and moss covered and weathered rock outcroppings. These areas will only have minor trail interventions for low impact use such as walking or passive recreation. An ethic of stewardship, a hallmark of the community, will keep these areas unspoiled and natural for all time.



## Natural Areas at The Ramble

CHARACTER OF THE COMMUNITY



Acanthus Architecture, P.A.



Peter Block Architects

## The Ramble Biltmore Forest: A Showcase of Homes

In an effort to make The Ramble Biltmore Forest a unique architectural community, eight architects were commissioned to develop showcase homes for the neighborhood. These architects provided architectural imagery based on both site responsive and vernacular styles found within the historic neighborhoods of the region.

It is important that owners and builders who choose to build in The Ramble Biltmore Forest choose architectural forms that are compatible with the massing, scale, facade articulation, and detailing of these showcase homes.

The Design Review Committee (DRC) is prepared to assist owners and builders in achieving the appropriate architectural vocabulary for their homes to ensure that the entire built community is recognized not only for its natural beauty but for its significant architectural contribution to the built environment.



Samsel Architects

An ideal approach to siting a house is to respond to orientation, street frontage, topography, and the landscape characteristics of each lot. The house illustrated above exemplifies this approach. The plan clearly shows the house turning and fronting two sides in response to its corner location at a street intersection. Note that the front door and entry court face one street while the porch and an extended facade along the second street addresses the need for two front facades. Also note how the garage is set back from the facade of the house and enclosed in an auto court to reduce its impact on the street.



Liederbach & Graham Architects



Dungan Nequette Architects



Thomas & Denzinger Architects



Bill Ingram Architect



Ike Kligerman Barkley Architects P.C.



## A Showcase of Homes

CHARACTER OF THE COMMUNITY

section

B

UNDERSTANDING COMMUNITY PATTERNS &  
THE PROCESS OF BUILDING YOUR HOME

## Masterplan & Neighborhoods of The Ramble Biltmore Forest

### The Master Plan and Neighborhoods of The Ramble

The Ramble Biltmore Forest is a master planned, gated community of about 1000 acres sculpted into the woodlands of Ducker Mountain, in an area encircled by the graceful bend of the French Broad River. Adjacent to the southern boundary of the Town of Biltmore Forest and bordered by the Blue Ridge Parkway and the Biltmore Estate®, this new community has a rich and lasting legacy of architecture, landscape and nature.

The neighborhoods of the community are nestled into the mountain's northern face, with streets winding from the valley below, along mountain streams and through tall woodlands, to emerge at the highest ridge line. Views from this ridge extend to Biltmore Estate®, Mount Mitchell, Mount Pisgah, and the French Broad River.

There are four distinct neighborhoods defined by the site's natural features and include four lot types: Terrace and Hamlet Lots, Woodland Preserve Lots and Mountain Estate Lots. Please refer to the Architectural and Landscape Design Guidelines for specific requirements for each lot type, including special conditions for key lots in the community.

After selecting The Ramble as your new community, the design process is critical in realizing your dream for your new home and landscape setting. The process is simple and direct and begins with selecting your lot in one of the neighborhoods.



- Terrace Lots (157-204)
- Hamlet Lots (20-134)
- Woodland Preserve Lots (1-25, 133-156, 223-397)
- Mountain Estate Lots (401-428)
- Living Well Center & Village Homes

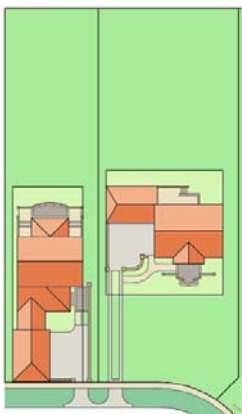
This plan is for illustrative purposes only and may not represent latest lotting at The Ramble.  
Illustrative plan provided by Cloos Landscape Architecture



# Organization of the Plan

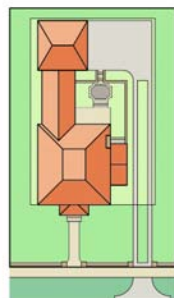
MASTERPLAN-COMMUNITY PATTERNS

Illustrations are for diagrammatic purposes only. Site responsive design solutions that allow driveways to be more organic, are encouraged.



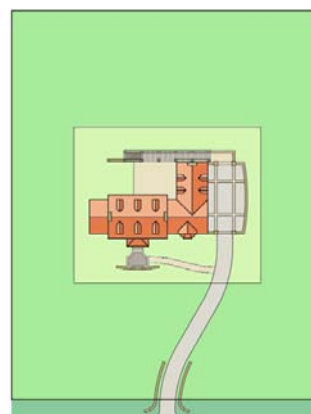
### Terrace Lots

These lots have the smallest square footage and setback requirements. Generally, these lots are deep and line public streets and some park addresses. Each lot will have preserved woodland areas at the rear of the lots. The houses will have more manicured front yards and will be required to re-establish a consistent tree line canopy or natural woodland canopy in the front yards. Garages will be accessed directly from the street, from courtyards, or slid to the rear of the house using architectural and landscape elements as screens. At select sites, front yard fencing, hedgerows, and other landscape elements may be required.



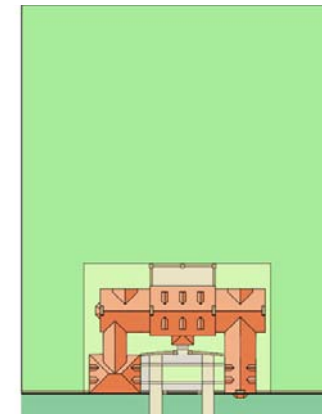
### Hamlet Lots

Hamlet lots align our parkways, parks and public open spaces. Generally larger than the Terrace Lots, these lots will have more stringent design requirements related to the siting of the house, massing, setbacks, garage locations, as well as landscape requirements.



### Woodland Preserve Lots

As defined, these lots are intended to maintain the woodland features of the community. Each house must be nestled into the lot with minimal clearing and site disturbance. They should also be site responsive, capturing distant views and articulating with the grades of the lot. Woodland addresses feature lots facing mountain streams and seasonal watercourses. Ridgeview addresses consist of house lots that follow the intermediate ridge lines within the community while forest view lots have private, wooded settings. Houses can be of a rich vocabulary and style, including Ramble Classical, Mountain Heritage or European Romantic, or inspired by the site itself, providing a marriage of site and architecture.



### Mountain Estate Lots

These lots run along the ridge of Ducker Mountain, providing dramatic views across the Western North Carolina mountains. Houses on this ridge will form a precinct of their own. Because of the steep, dramatic topography, houses on the ridge will require sensitive design and careful construction practices. Houses will be pulled up close to the lane and will stretch out in a plane parallel to the lane. Front motor courts and garages as carriage houses will create a sense of entry and place. Earth-bound materials with deep earth tones, are important in this location. Stone, slate and brick are hallmark elements to ensure the houses are nestled into the sensitive tree canopy along the ridge.

NOTE: Refer to Section F - The Design Standards Matrix - for specific lot requirements.



## Lot Types

DESIGN GUIDELINES



## The Design Process: A Step by Step Guide

Select your lot and understand the requirements that you need to build within.

- ~ Front, side and rear setback lines define the areas where no building or clearing is allowed except for driveway access and utility easements. Any disturbance in these areas must be restored to natural conditions. Areas cleared for utility easements must also be reforested.
- ~ The Building Envelope defines the limits you can disturb to build your house and associated outdoor living spaces generally defined by the setback lines.
- ~ The Most Buildable Area defines areas of your lot most suited to building homes that fit into the mountain terrain. Lots that do not have this zone will require special design considerations, including buildings that work with steep grades and unique site conditions. The building envelope is located within the setback lines and if not defined, will be limited to an area 50% greater than the intended footprint of the house.
- ~ Pay attention to view corridors and the adjacency of neighboring houses to ensure privacy and that proper landscape buffers are maintained.
- ~ Refer to specific requirements for each lot type.

### Selecting your architect and builder.

- ~ As you are selecting your lot, it is strongly recommended to use an architect, landscape architect and builder who can help you determine the best lot that will meet your needs and identify any unique opportunities or constraints that you may encounter.
- ~ Each home requires the seal of a registered architect, landscape architect, and/or structural engineer. Stock home plans are allowed and will be approved only if the intended house meets the accompanying architectural and design guidelines and professional seal requirements. Approvals are at the sole discretion of the Design Review Committee (DRC).

### Designing your house.

- ~ After selecting your architect and builder, work collaboratively to define a footprint and layout for the house, including fitting it on the site with the least amount of site disturbance. Plans may be rejected based on extreme site disturbances.

### Surveying the site - Concept plan review

- ~ A pre-submittal site walk is required with the DRC, homeowner and builder to review existing site conditions, architecture, and discuss other design considerations.
- Continued on next page...*



# Selecting Your Lot & The Design Process

MASTERPLAN-COMMUNITY PATTERNS



Illustrative Site Plan



Preserve natural stream channel

Site house on most buildable area

Maintain buffers

Limit lawn clearing. (Area of selected clearing must be approved)

Work driveway with grade

Understanding your lot

## Step by Step Guide continued

### Preliminary Design Review

- ~ After the pre-submittal walk is complete, a preliminary footprint can be developed, along with a site plan showing existing topography, site clearing, grading, and driveway access.
- ~ It is recommended that the house be staked in the field during the design phase, prior to final design for review and approval by the DRC. At this time, design recommendations will be discussed to better fit the house to the land, assess clearing and grading requirements, understand driveway slope and alignment, and review architectural submittal.

### Final Design

- ~ After preliminary approval, final design of the house can take place. At this time, final clearing plans, site grading plans, drainage and soil erosion plans, utility plans, and preliminary landscape plans must be prepared.

Please refer to the Design Review Process in Section C of this booklet for more specific details, submittal requirements and an approval flowchart.

## Putting it all Together

The diagram to the left shows the importance of preliminary planning, design, and understanding the context of your lot. Here a preliminary footprint is defined and graded on the lot, showing ideal driveway access, auto courts and garages, and selected clearing areas for lawns and vistas. After understanding the unique character of each lot, including views, orientation, the location of specimen trees, natural drainage area, and other such items, the final design of the house and site may begin.

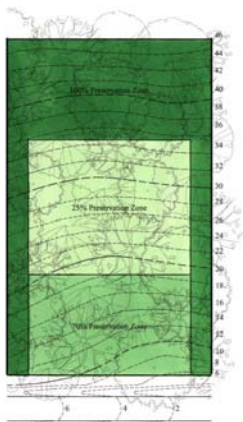
The following pages illustrate in detail how lots need to be developed. The diagram shows a lot with a 15% upward slope frontage street for illustration purposes. More gentle or steeper lots will require less grade articulation. Lots with slopes 15% and below allow for the option of a level floor plan with all the grade articulated in exterior landscape terraces, or if desired, by the house itself to reduce site impacts. Lots greater than 15% slope will require the house to change floor levels and take up more grade to achieve the desired minimal site disturbance. The steeper the site, the more the architecture of the house needs to respond.

The diagrams define the ideal construction sequence and describe in detail preservation zones, clearing restrictions, house placement and grading, driveways alignment, and landscape restoration and plantings.



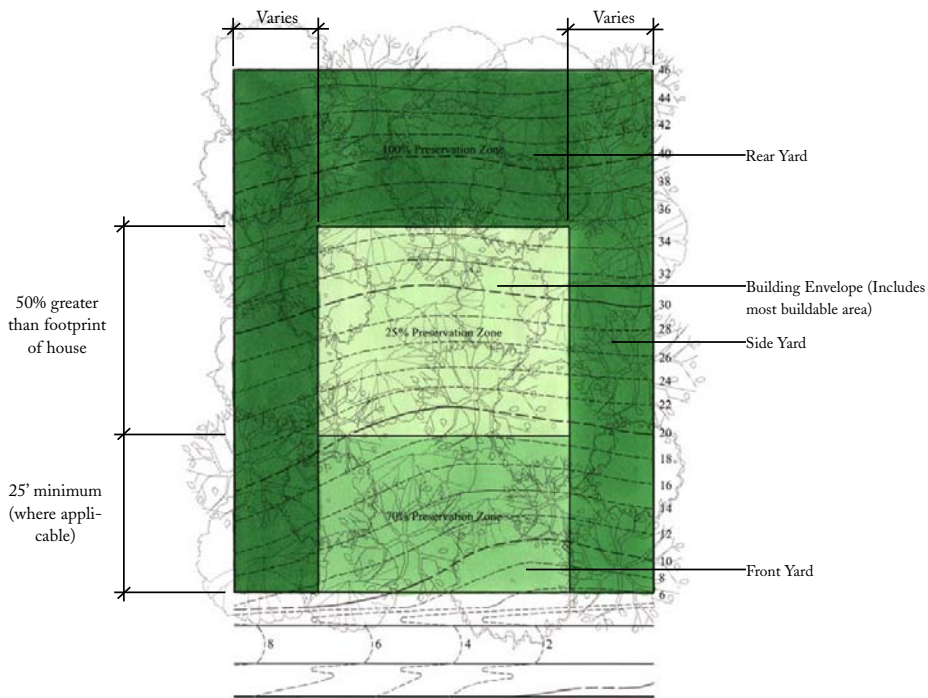
# Putting it all Together

MASTERPLAN-COMMUNITY PATTERNS



Lot Preservation Zones  
(Terrace & Narrow Hamlet Lots)

On narrower lots, the side yard preservation zones will be greatly reduced. Therefore, it is of paramount importance that the front, rear, and side yards be totally preserved.



Lot Preservation Zones

Preservation zones have been established throughout the development to retain the existing, wooded character of each lot. The Rear and Side Yards must be preserved to provide an adequate buffer between adjacent lots. The Front Yard must be 70% preserved, and the Building Envelope must be 25% preserved (except for pine trees). Prior to any construction activity, the existing vegetation, mainly specimen trees and hardwoods greater than or equal to 4" diameter at breast height (DBH), must be documented. Lots primarily covered with pines should be reforested with hardwoods (to be included on the landscape plan.)

## Techniques for Tree Preservation, Layout & Construction

The following lot development guidelines must be carefully followed to preserve as many hardwood trees as possible and to limit site disturbance on each lot in The Ramble Biltmore Forest. Techniques such as preserving specimen trees within the Building Envelope, layout and placement of the house and driveway to minimize site grading, and proper site contouring are critical to integrating the house with the site. A house footprint that does not respect the unique site characteristics may not be considered appropriate for the site.

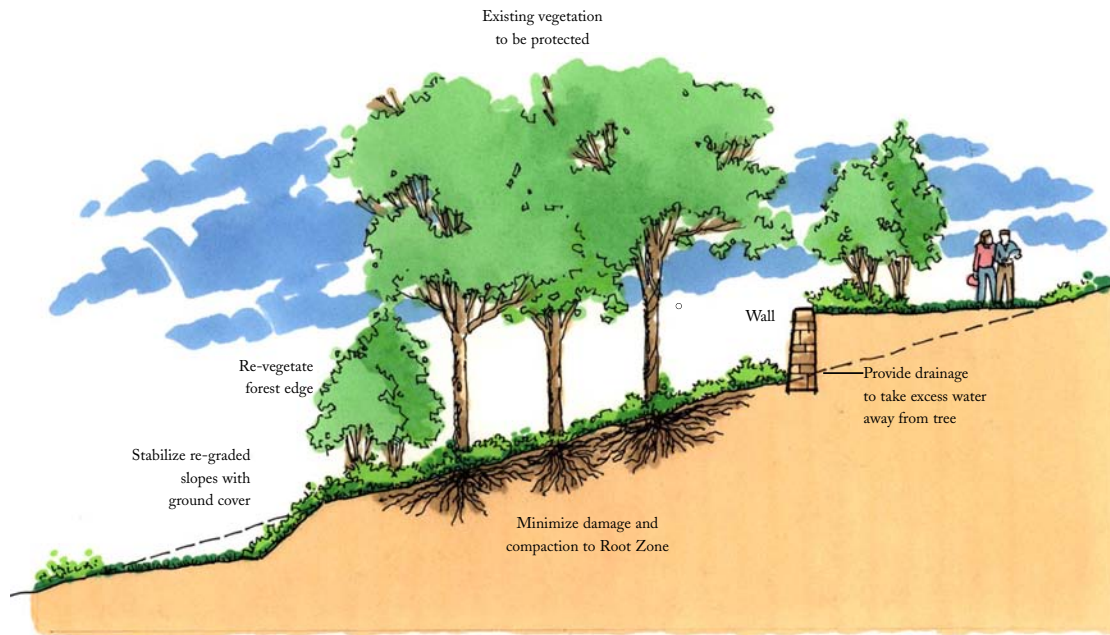


# General Lot Principles- Building on a Ramble Lot

## Tree Preservation

When constructing any element within a private lot, the preservation of existing trees and the minimizing of earth disturbance shall be of the highest priority. The preservation of select, specimen trees can be accomplished in a variety of ways, so long as all aspects of the tree's health are taken into consideration. These would include minimizing root damage and compaction, maintaining positive drainage away from trees and allowing for adequate amounts of light. The use of walls, steps and slopes to preserve stands of trees will give newly constructed houses a timeless, enduring atmosphere.

Refer to Guidelines Supplement for specific tree protection or additional requirements.



# General Lot Principles- Preservation

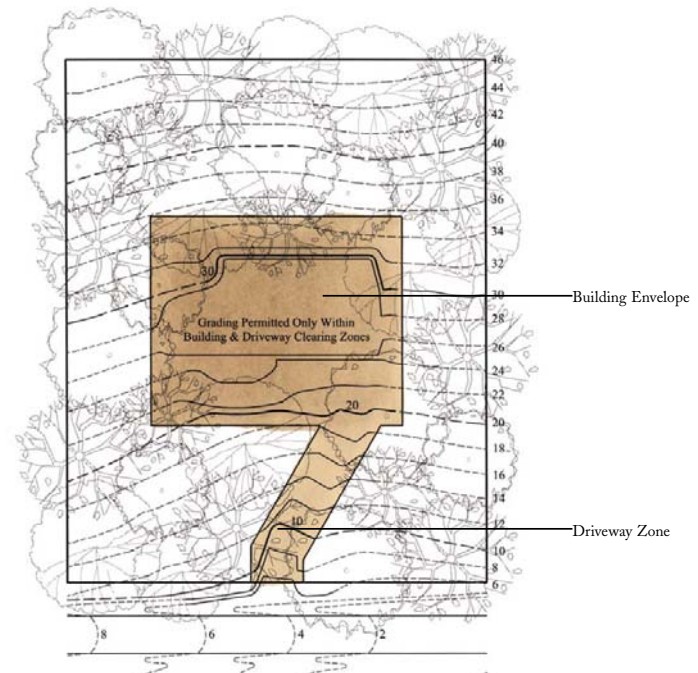
MASTERPLAN-COMMUNITY PATTERNS

The total Building Envelope, or optimum buildable area, will have a maximum depth of 50% greater than the house footprint. However, it has been determined that the optimum building pad is 65 feet deep to minimize site disturbance, while allowing for the best relationship between the house and exterior spaces. The 65 foot building pad will require a 10 foot change in grade on a 15% lot. Gentler slopes will allow for more flexibility in dealing with the building pad.



*Lot Stakeout & Clearing*

Prior to site disturbance, the limits of the house, accompanying site amenities, and limits of proposed grading activities must be marked in the field to identify the minimal limit of tree clearing within the Building Envelope. Large specimen trees within the Selectively Cleared Areas must be preserved by limiting grading activities around the tree or by installing retaining walls. Once a location for the driveway is determined, clearing must be limited to 12'-6" from the centerline.



*Rough Grading within Building Envelope*

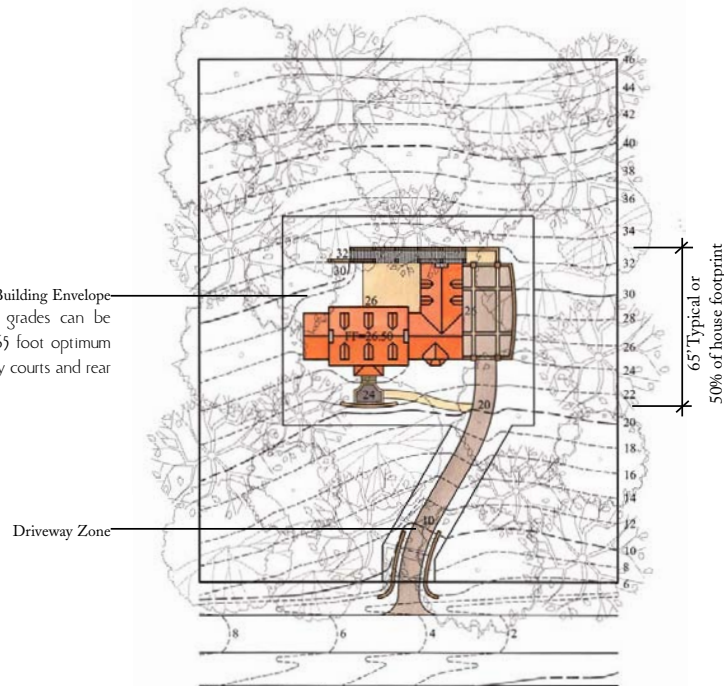
Once the trees necessary for building and site construction have been cleared, preliminary grading activities can begin. Trees to be preserved within the Building Envelope must be carefully protected prior to site disturbance with proper techniques. Grading operations must be limited to only the Building and Driveway Zones. Also, the house and site amenities must be carefully sited within the Building Envelope to appropriately balance the cut and fill on the lot.



# General Lot Principles - Staking, Clearing & Grading

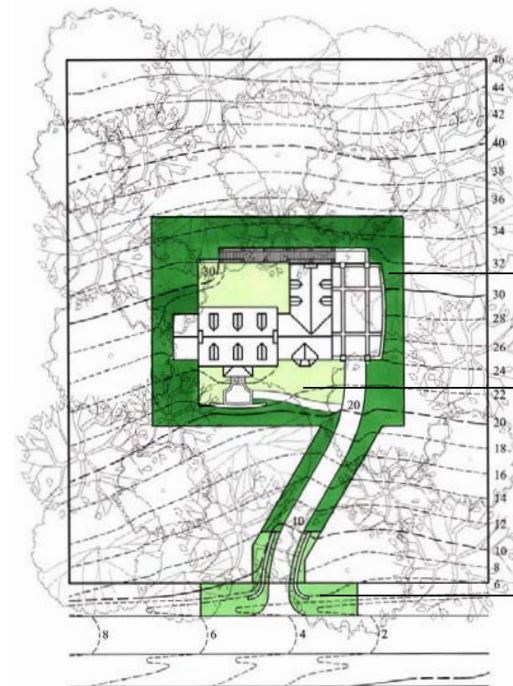
MASTERPLAN-COMMUNITY PATTERNS

This plan illustrates how finished grades can be achieved on the lots and how the 65 foot optimum building pad accommodates the entry courts and rear yard terraces.



*House & Site Amenity Construction*

The house and its accompanying site amenities must be carefully constructed so that adjacent vegetation is not disturbed. Terrace walls that retain grade should be built around the house as needed to provide adequate outdoor living spaces while limiting disturbance within the Building and Driveway Zones. The use of walls, steps and slopes to preserve stands of existing trees will give newly constructed houses a timeless, enduring atmosphere.



*Landscape Amenity Construction*

The re-establishment of vegetation on the lot is a critical element to maintaining the existing landscape character of the forest. Only plant varieties indigenous to each lot can be planted in the Reforestation Zone. Ornamental Zones, the private gardens and terraces near the house, can be planted with non-native, non-invasive species that are sensitive to the surrounding forest community. Transitional Zones can have a combination of reforestation and ornamental plants.

Refer to Section E for complete landscape requirements.

**Reforestation Zone**

Requires a minimum 75% plant coverage; 70% deciduous and 30% evergreen using native plant species.

**Ornamental Zone**

The restricted planting areas in the front and rear yards can be designed to the homeowner's landscape preferences. These garden designs can range from formal gardens to natural landscapes using ornamental plantings, perennials, as well as native plant materials.

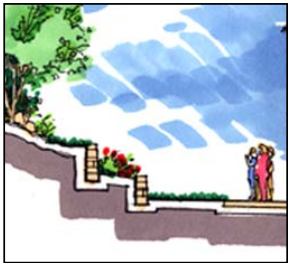
**Transitional Zone**

This zone requires landscape restoration of the woodlands with new edge plantings of native and ornamental plant materials. Requires 100% plant coverage; 60% deciduous and 40% evergreen.



# General Lot Principles - Building the House & Landscape Improvements

MASTERPLAN-COMMUNITY PATTERNS



**A. REAR YARD PERIMETER**

At the perimeter of the rear yard, which is a line that marks the maximum extent of the developed portion of the lot, terrace walls or slopes will be necessary to transition back to existing grade. This should be handled with the maximum 2:1 planted slope, one wall or a series of trellis walls to accommodate the change in grade.

A typical 15% sloped lot will have a 4'-3" change in grade.



**B. FRONT HOUSE ENTRY**

The front of the house should have an entrance that transitions 24 inches above the entry walk or front terrace to give the house additional presence in the landscape. This can be handled with three steps to the front porch or entry terrace, and one additional step into the house. Depending on the lot slope, a retaining wall may be required here. For instance, a typical 15% lot will require a 4'-5" grade change with a wall or slope.

Typical front entry illustrating a 24" change in grade at the front walk.

## Terrace and Grade Changes

These illustrations show how grade change can be handled using various landscape elements, such as walls, steps and slopes. Walls and steps can be used to change grade quickly, and therefore minimize tree clearing. Walls can also be used to separate spaces and bring an architectural element into the landscape. Walls should be constructed of a material that is in keeping with the architecture of the house and the landscape setting.



Grade changes at the property line will vary depending on the slope of the lot and the right-of-way amenities.

**C. FRONT ENTRY COURT**

As an option, the driveway can serpentine across the lot to an auto court at the front door of the house. The use of these courts will depend on the steepness of the lot slopes and the desire for such a feature. A minimum of 24 feet is necessary for an Auto Court. Extending the front yard development this way will require a wall to accommodate a grade change of 4'-5".



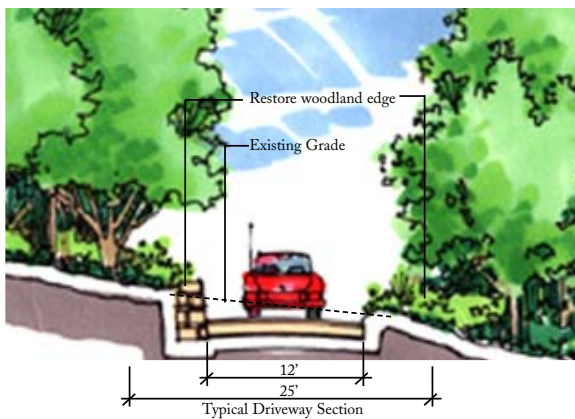
This section shows a typical development strategy for a typical 15% uphill lot. The building envelope is defined as 100 feet, but the optimum development zone for house and yard is only 65 feet, which will require a total grade change of 10 feet.

For lots greater than 15% slope, the stone walls have to respond to the land by stepping the finished floor grades or changing levels over the site.



# General Lot Principles- Grading: An Illustrated Example

MASTERPLAN-COMMUNITY PATTERNS



## Landscape Elements

Landscape elements for the The Ramble Biltmore Forest lots should pick up the character and quality of Biltmore Forest and other neighborhoods in Asheville. These photographs illustrate good examples of key landscape design features.

### Driveways

Driveways will conform to the contours of each lot. Paving surfaces within the private realm shall be constructed to minimize site disturbance and their visual impact. Driveways can be paved with gravel, bituminous paving (asphalt), brick, stone pavers, or exposed aggregate concrete. The entries from the street should constrict the views into the driveways by the use of walls, piers or lush plantings.

### Walls and Piers

There are many fine examples of stone walls throughout the Asheville area. This tradition of craftsmanship is desired for all landscape treatments beyond the building pad of the house. Stone walls can be used to define driveway entrances, create terraces for outdoor use areas or as barriers where grade changes are required at terraces, drives and property edges.

### Bridges

The use of stone bridges is a Biltmore tradition. All stream and drainage crossings from the right-of-way to the front yard areas should conform to this precedent.

### Paving

Paving for front walks and terraces should be brick or stone to provide a formal, yet rustic look. Rear decks and non-visible side entry landings may be concrete.



# Landscape Character - Driveway, Terrace & Grade Articulation

MASTERPLAN-COMMUNITY PATTERNS

3/27/06

section

C

# THE DESIGN REVIEW PROCESS

DESIGN REVIEW COMMITTEE (DRC)

## The Design Review Committee

To realize the vision of a cohesively designed community, control of architectural and landscape design falls to the Design Review Committee (DRC). The owner of any lot within The Ramble is required to obtain the approval of the DRC for any type of construction on the lot of any type of building or landscape feature, including clearing, tree removal, grading, paving, landscape improvements, and alteration to existing, native vegetation.

### The DRC is responsible for and provides oversight for the following:

- ~ To assist new homeowners in achieving an effective use of their sites, while preserving and respecting the natural environment.
- ~ Develop and administer design principles for the development of harmonious design of architecture and landscape.
- ~ Preservation and enhancement of the natural environment and scenic beauty inherent to the site.
- ~ Preservation and enhancement of individual home sites in regards to privacy and view corridors.

### Functions of the DRC

- ~ Simply stated, the DRC will facilitate the design process and assist homeowners to achieve architectural harmony with respect to the overall environmental stewardship principles of the community. The DRC will devise, dictate and enforce architectural, landscape and construction guidelines to ensure the highest level of design quality and craftsmanship within an ecological framework.
- ~ The DRC will conduct formal reviews as defined by this and other documents and will review all design plans submitted on a timely basis, including engaging in reviews with the architect, landscape architect, builders, and contractors during the design and construction process. All construction must be in accordance with approved plans and will be

monitored by the DRC.

- ~ The DRC is delegated to modify or deem inappropriate any improvement, on any lot, located within the community that does not meet specific requirements.

### Responsibilities of the DRC

- ~ Establish specific design review and submittal procedures.
- ~ Review submitted application for compliance with all design principles, covenants, and restrictions.
- ~ Review architectural plans, site development plans, landscape plans, and any other exterior improvements and details to ensure compatibility with the image established for the overall community.
- ~ Review and ensure that sustainable design principles are integrated into each design and that preservation of natural systems, existing vegetation, and respect for adjacent home sites are forefront in the design of each house and lot.
- ~ Promote the highest standards of design for both architecture and landscape, including quality of construction and craftsmanship.
- ~ Ensure long term maintenance of individual properties to the highest standards.

### Responsibility of the Applicants or Homeowners

- ~ Accuracy of submitted plans, lot survey, tree surveys, and required staking plans as provided by architect and builder.
- ~ Compliance with all environmental laws and requirements, including tree removals, grading, storm water runoff, site stabilization, and all sub-surface

soil conditions.

- ~ Choose architects and builders who uphold quality of construction and craftsmanship by individual builders.
- ~ Provide the DRC with certified and sealed structural, mechanical, electrical plans and installations, as well as other technical and infrastructure items at the appropriate submittal times.
- ~ Compliance with all requirements of The Ramble Community Charter.
- ~ Compliance with all local state and federal laws and requirements governing design and construction.
- ~ All fees, permits, and submittal of required forms.



# Design Review Process

THE DESIGN REVIEW PROCESS

## Key Design Requirements

### Key Considerations for the Owner/ Builder/ Architect When Preparing Plans

Minimize clearing in the setback areas. Driveways are permissible in the front setbacks but should be avoided in the side yard setbacks. This is required to maintain the wooded character of the community.

Architect-designed homes are strongly encouraged to establish a rich character for The Ramble Biltmore Forest as a community with unique homes. The image of the house should be in one consistent architectural style utilizing historically accurate detailing of the selected style. Architect designed homes are preferred, however, purchased plans from approved companies are acceptable for consideration providing their architectural style fully meets the intent of the guidelines and that the homes are unique to the community (refer to the Section regarding Purchased Home Plans on this page.) Lot owners should expect that modifications to stock plans will be required in order to comply with these requirements.

The elevations of the house that are submitted must reflect accurate site conditions. Site plans should show existing topography, extent of clearing, and proposed grades. Elevations should be complete, showing porches, decks, steps, lower level windows and doors, etc.

House fronts must face the street and/or be geometrically aligned with the street. Corner lots should have two fronts addressing both streets with a strong consistent image along the architectural facade of the house.

Garage doors should not face the street where possible. They should not be the dominate feature of the house. If they do face the street, recess them back from the face of the house and enclose them in an architectural feature such as a walled courtyard.

Refer to the Do's and Don'ts list on the following pages for important details of the house. In particular, use of vinyl soffit materials, non operating shutters or windows without the image of true divided lites are NOT acceptable.

Use natural materials not manufactured products.

### Key Consideration for Review of Plans by the DRC

Emphasis will be placed on the conceptual plan review and site walk as critical steps to the process. We encourage owners/ builders/ architects to test ideas and gain a full understanding of individual lot dynamics prior to design. Particular attention will be paid to house orientation, access, preservation of vegetation within setback lines, and location of garages and garage courts.

Emphasis will be placed on achieving a rich architectural style and character for each home in a classical or vernacular style as illustrated in these guidelines. Each house must be unique in character and unique to The Ramble Biltmore Forest.

Emphasis will be placed on the right house plan for the lot.

Emphasis will be placed on preservation of the woodland character of The Ramble Biltmore Forest and the enhancement of the indigenous landscape qualities of the site through reforestation. Delicate integration of the natural landscape plantings along with ornamental garden landscapes for private areas must be considered when preparing landscape plans for each home.

### Purchasing of Plans:

Owners who decide to purchase pre-designed architectural plans or "production/stock plans" for their new home in the Ramble should be aware of the following:

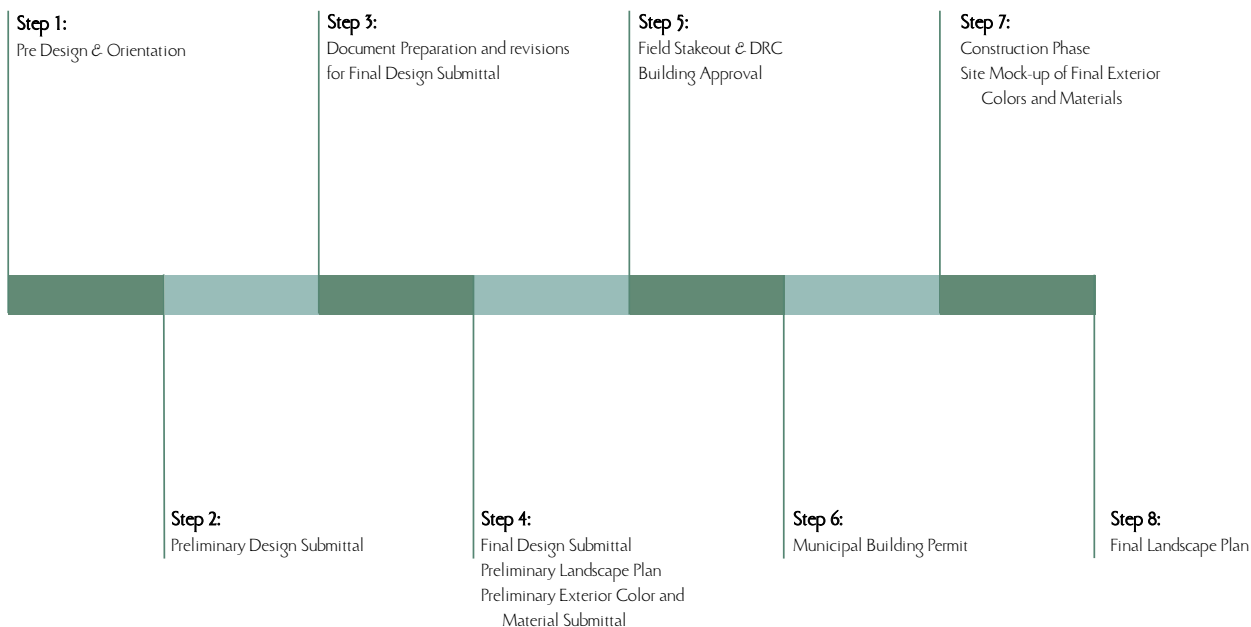
1. The approval process does not recognize an expedited process or short cuts for production plans. From the DRC's perspective the process will be identical to that of hiring an architect to produce a custom design.
2. The preliminary review will only reference those drawings listed in the timeline that apply. If a complete set of construction documents is submitted in the preliminary review stage, only those items in the set that apply to that phase will be reviewed, not the entire set and all of its accompanying details.
3. The owner should have the capacity or resources available to make modifications to the drawings based on design comments by the DRC. Very few production drawing sets will be approved without comments or required modifications. It is important that the owner has someone with the skills to interpret the commentary and provide the modifications to the drawings.
4. Beware of the "Don't List". Production plans often have details that are very standardized for the sake of selling those plans across multiple markets. The Ramble is attempting to create a regionally specific character that is distinct from national markets. Drawing sets should be reviewed for those details that don't comply with the guidelines and corrected before the submission. Plans that have not been reviewed by the owner or their representative containing multiple and obvious non-conformities will be returned without comment and/or approval and will have to be resubmitted.
5. It is strongly advised that the owner participate in the pre-design site walk and orientation before deciding what plans to purchase.



## Key Design Requirements

THE DESIGN REVIEW PROCESS

## The Design Review Process & Timeline



The illustration to the left is the **Timeline Diagram** showing the typical step by step process from design through construction. Refer to the following pages for detailed requirements for each Step in the process.

A schedule of submittal dates has been prepared by the DRC and is available in a guidelines supplement. The lot owner/ builders and architect will have the opportunity to attend a DRC meeting to discuss the plans as well as any recommendations for improvement. The DRC will be available for meetings on a once per month basis.

If multiple reviews are required for any phase, the Association may assess additional review fees. Incomplete submittals will be returned and will not be reviewed until corrected.



# Design Review Process

THE DESIGN REVIEW PROCESS

## Step 1: Pre-Design and Orientation

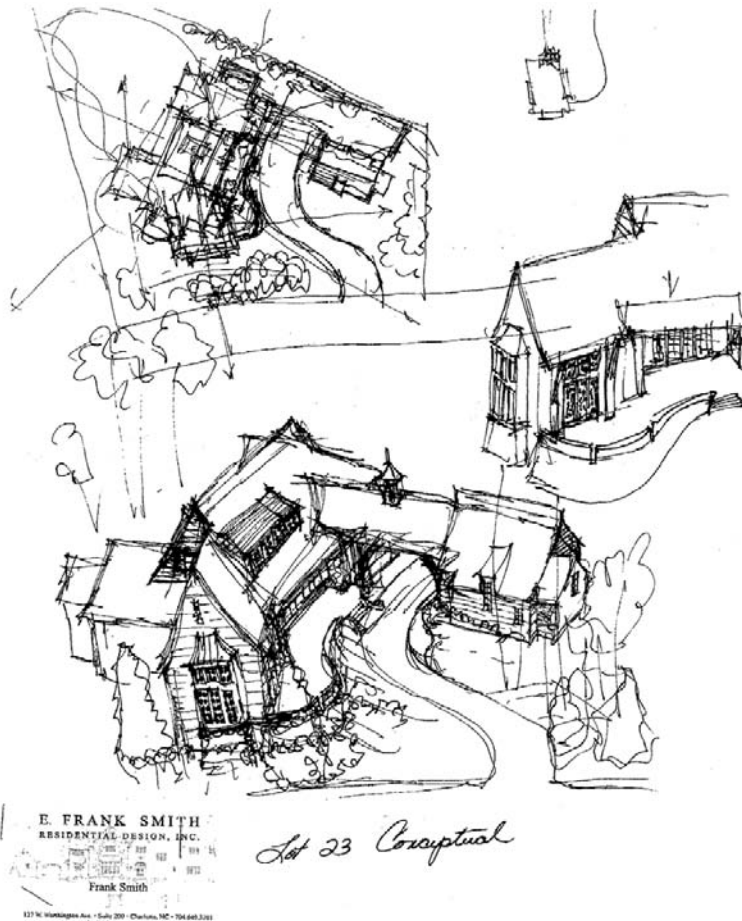
### Overview

The On-Site Concept meeting allows the designers, homeowners, and builders to meet with a DRC representative and walk the site in order to more fully understand the unique challenges and opportunities of the individual lot. At this time, any conceptual sketches for the house and site will be reviewed. Conceptual ideas are welcome to be discussed beforehand as well.

The site walk will review the topography and trees on the site, suggested or required site setbacks, surveyed lot perimeter, known or existing easements, and wetland or preservation locations. Suggestions for ideal house placement, driveway access, placement and orientation of garage and other orientation issues will be discussed at this time.

### Specific Requirements

1. It is the owner's and builders and responsibility to review and understand the guidelines prior commencing in the design process.
2. Concept meeting and site walk
3. Conceptual sketches for house and lot may be informally reviewed at this time
4. The DRC representative will make recommendations for general site and architectural development issues.



Owners, builders, and architects are encouraged to submit conceptual ideas early on in the process for review and discussion. These sketches by E. Frank Smith Residential Design (above) illustrate typical conceptual ideas that are appropriate for review.



## Design Review Process

THE DESIGN REVIEW PROCESS

## Step 2: Preliminary Design Submittal

### Overview

The purpose of this submittal is to fully illustrate the design intent of the house by providing exterior elevations and floor plans. The illustration to the right shows typical requirements, including indication of building materials. A site plan showing existing conditions, clearing, grading, and site improvements such as driveways, sidewalks, terraces, and other exterior amenities shall also be submitted.

### Specific Requirements

Payment of Design Review Fee is due at this time.

Fully completed submittal application and checklist including, 1 full-size copy + half-size copy of the following:

1. Property survey indicating contours, setbacks and tree locations.
2. Preliminary site plan indicating rough grading, drives, building placement, porches, accessory buildings, site walls and any major feature of the house or its related structures.
3. Conceptual landscape plan.
4. Floor plans (all levels, including basement) at minimum 1/8"=1'-0". Provide overall building dimensions.
5. Exterior elevations (all sides) at minimum 1/8"=1'-0". Provide all windows and door openings, floor elevations and eave heights
6. Notes and sketches indicating all building materials and their placement on the residence.



The above image illustrates a typical Preliminary Design Submittal.

## Step 3: Document Preparation

### Overview

The purpose of this step is to allow time for site and architectural revisions based on DRC comments.

### Specific Requirements

1. Revision of plans to address any preliminary comments from the DRC and complete documentation for the final design submittal.



# Design Review Process

THE DESIGN REVIEW PROCESS

# Step 4: Final Design Submittal & Preliminary Landscape Plan

## Overview

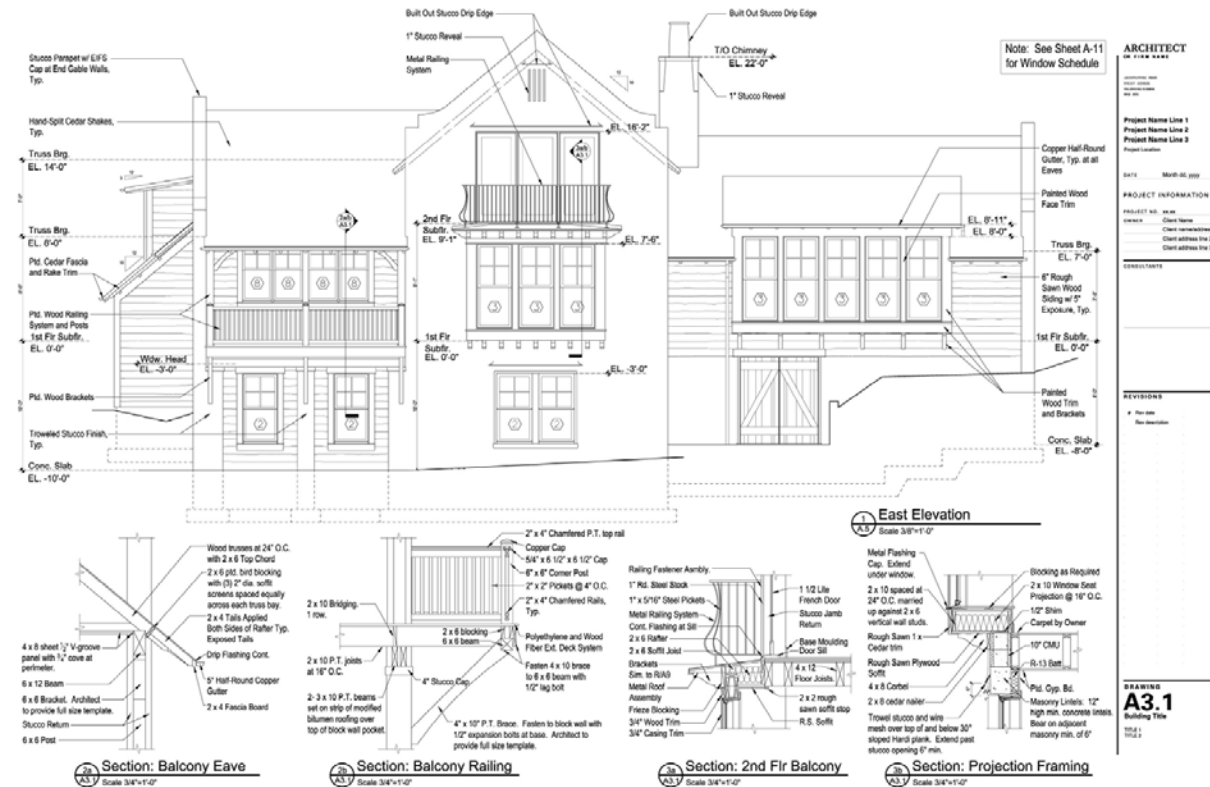
At least 6 months prior to completion of the house and other site improvements, a final landscape plan, prepared by a landscape architect or a DRC approved landscape design/ build contractor, shall be submitted. The plan shall include existing trees to remain and show areas of reforestation as well as areas of ornamental plantings. The plan shall be at a minimum of 1" = 20' and will indicate the location, size, species, and quantity of all trees, shrubs, groundcovers and other planting materials. Refer to the Design Guidelines for the recommended plant materials and compositions.

## Specific Requirements

Fully completed final design submittal application and checklist.

Final architectural drawings (1 full-size copy + half-size) indicating:

1. Floor plans (all levels, including basement) at minimum of 1/8"=1'-0". Provide overall building dimensions.
2. Exterior elevations (all sides) at minimum of 1/8"=1'-0". Provide all windows and door openings, floor elevations and eave heights. Delineate all building materials and dimensions clearly. Vents and roof penetrations shall be shown on the rear or hidden portions of the roof. For buildings with masonry or stucco, expansion joints (if required) must be indicated on the drawings.
3. Wall sections at 3/4"=1'-0" of a typical wall, walls at front entry, garage doors and any special conditions such as porches, overhangs or projecting bays.
4. Window and door details showing head, jamb and sill conditions indicating materials, dimensions of trim and shutters.
5. Eave and rake section details at minimum of 3/4"=1'-0"



The above image shows the characteristics of a typical final design submittal drawing.



# Design Review Process

THE DESIGN REVIEW PROCESS

## Final Design Submittal & Preliminary Landscape Plan

6. Details of special exterior conditions such as posts and columns, special brackets, moldings, corbelling, chimney caps, cupolas, louvers, material transitions etc.
7. Preliminary color, material and sample selections (mock ups on site.)
8. Final site plan at minimum 1"= 20' (1 full-size copy + half-size) indicating:
  - a. Existing and proposed grades, including spot grades
  - b. All existing trees to be saved, including location of tree protection fencing
  - c. Proposed driveway alignment and all site improvements such as walk ways, walls, exterior lighting, terraces and porches, garden areas, and other exterior amenities, including dimensions, materials, and details.
  - d. All drainage ways and drainage improvements
9. Preliminary landscape plan at minimum 1"= 20' (1 full-size copy + half-size) indicating:
  - a. Existing trees to be saved
  - b. Areas of reforestation to maintain wooded character
  - c. Areas of transitional plantings at woodlands's edge
  - d. Ornamental landscape plantings, including garden areas, entry courts, lawns, etc
  - e. Intended planting list including plant sizes

If the Final Design Submittal is approved, payment of required Construction Deposit Fee is due at this time.



The above image shows the characteristics of a typical preliminary landscape design submittal drawing.



## Design Review Process

THE DESIGN REVIEW PROCESS

## Step 5: Field Stakeout & DRC Building Approval

### Overview

After approval of the Final Design Submittal, the owner and builder shall field stake the house location as approved for DRC inspection prior to clearing. Any adjustments require at this time to save trees or to reduce construction impacts will be discussed at this time.

### Specific Requirements

1. Upon approval of final design submittal the allowable clearing areas and exact house location will be staked out in the field.
2. Builder will submit a site plan showing temporary site provisions including, silt fence location, construction vehicle access, staging areas, temporary structures (if any), port-a-jons and any other construction related item that may impact the site.
3. The DRC will make a final site walk with the builder and will review the above mentioned site impacts. If approved the DRC will immediately provide an approval stamp for construction.

## Step 6: Municipal Building Permit

### Overview

This is a necessary step to begin construction. It is the responsibility of the owner/ builder to obtain all building permits.

### Specific Requirements

1. A building permit from the municipality will not be issued until the DRC issues an approval stamp on the drawings. The owner or builder must handle any items of concern of the permitting authorities independently of the DRC.



Typical mock-up panel showing roof and window configuration

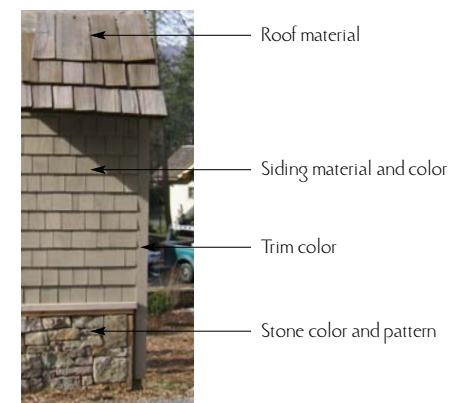
## Step 7: Construction Process

### Overview

After all building permits are secured, final plan approval, and the final house staking has been approved, construction can begin on the house.

### Specific Requirements

1. The construction process includes clearing of the lot to the approved clearing lines, installation of protective barriers to preserve trees, erosion control measures, grading, etc. It is required that the contractor/ builder follow all Construction Guidelines found in Section G of this Document.
2. At this time, a site mock-up of the final exterior colors and materials will be provided for DRC review and approval. See image to the right for an example of a typical color and material mock-up.



Typical mock-up panel showing exterior materials and colors.



# Design Review Process

THE DESIGN REVIEW PROCESS

## Step 8: Final Landscape Plan

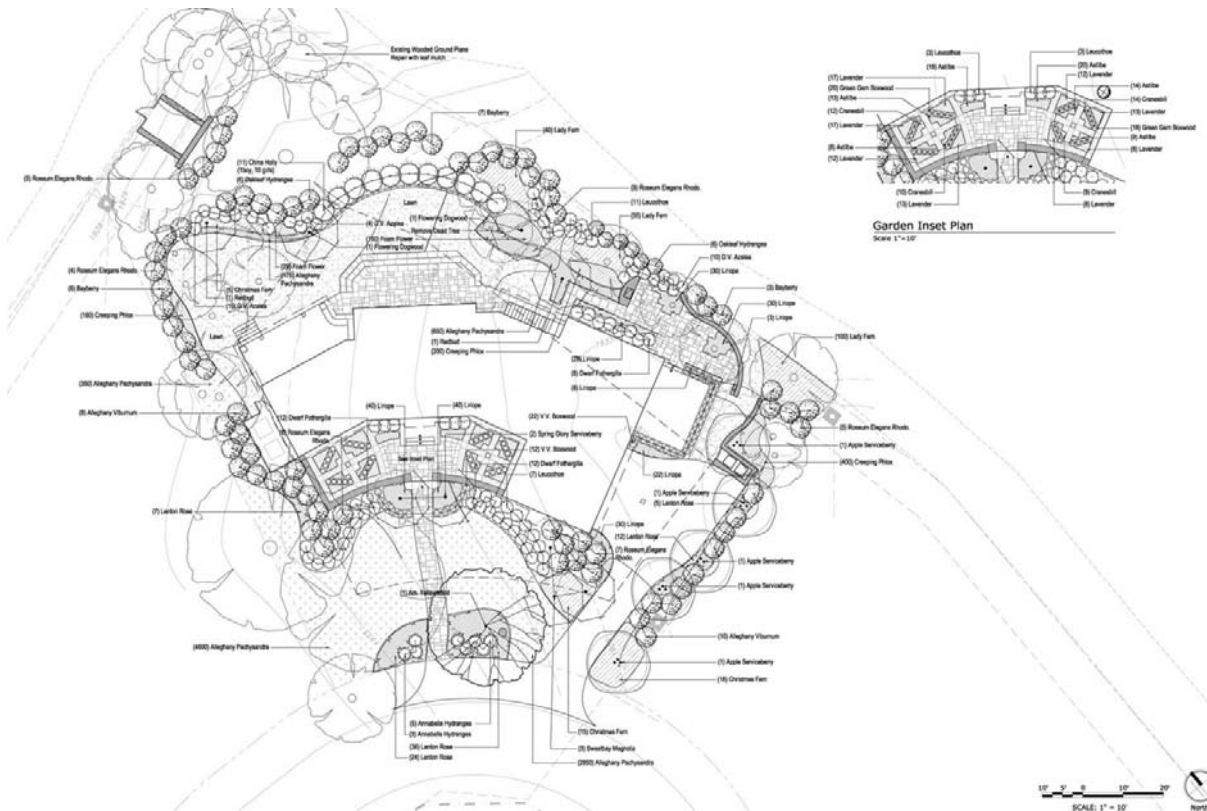
### Overview

Six months after construction begins on the house and prior to installation of site improvements, a final landscape plan, prepared by a landscape architect or a DRC approved landscape design/ build contractor, shall be submitted. The plan shall include existing trees to remain and show areas of reforestation as well as areas of ornamental plantings. The plan shall be at a minimum of 1"= 10' and will indicate all site improvements and the location, size, species, and quantity of all trees, shrubs, groundcovers and other planting materials. Refer to the Design Guidelines for the recommended plant materials and compositions.

### Specific Requirements

Final landscape drawings (1 full-size copy + half-size) indicating:

1. All site improvements, including materials, showing the location of driveways, walkways, entry terraces, rear and side patios and terraces, location of walls, fences, and air conditioning and condenser units, as well as other exterior site amenities.
2. A copy of the grading plan from the approved site plan submittal
3. Location of existing trees and areas of woodland restoration.
4. Location, spacing, species and quantity of all trees, shrubs, groundcovers, and other planting materials, etc.
5. Complete plant list showing scientific and common name, size, quantity, and condition of each plant type
6. Details for site improvements including walls, paving, fencing, lighting, as well as material samples.



The image above shows the characteristics of a typical final landscape design submittal plan and detail drawing.



# Design Review Process

THE DESIGN REVIEW PROCESS

## DESIGN CONSIDERATIONS

### The “Do” List

The following is a simple list of “do’s” that each homeowner, architect and builder must understand and comply with.

#### Site

1. Orient your home to face the street and have a setback that considers the location of homes or future homes on adjacent lots.
2. Preserve all areas between the setback lines and the property line; any encroachment will require approval from the DRC. Avoid significant hardwood trees (>4” caliper DBH) when preparing the site plan.
3. Locate the driveway to minimize impact to the hardwoods and minimal site disturbance.
4. Take into account that stormwater from the road, common areas or other lots will drain onto and through your site and show on the site plan how you will accommodate the drainage.
5. Show the limits of the area you plan to clear and grade.
6. Show on the site plan an affirmative note that you will install silt fences and provide any additional erosion prevention control measures necessary to prevent soil erosion from your site.
7. Install a galvanized corrugated pipe or better over the roadway swale prior to final approval of your plans and beginning site clearing.

8. Include a drawing or note on the final finish of the ends of the roadway swale culvert.
9. The house must fit entirely within the building zones without encroaching the defined setback lines for each lot.

#### Architecture

1. Include all elevations, floor plans, roofing plan, key details, typical wall section, an architectural or engineers seal on each sheet when submitting your plans for approval.
2. Show all plans in scale.
3. Write a short note to the Design Review Committee on the key components or elements that you would like to accomplish in your plan.
4. Make sure that the plans reflect EXACTLY what you intend to build. The Design Review Committee cannot grant final approval of intentions or interpretations, or field changes that you wish to make. Any changes to approved drawings must be submitted to the DRC for approval.

#### Materials

1. Select materials that are natural with the only exception being that horizontal siding or slate may be a cement-based product that is approved by the Design Review Committee.
2. Change building materials only at an inside corner..
3. Specify walkways, driveways and front steps as asphalt, concrete with an exposed aggregate surface, or pavers.
4. Specify the metal or clay chimney cap and its location.
5. Specify the exact colors (by manufacturer, name and color

number) for all exterior surfaces of the home including the siding, roof, doors, garage doors, gutters.

6. Specify that all windows will be either simulated divided light (SDL) or true divided light.

#### Landscape

1. Preserve the woodland character of the lot.
2. Provide landscape plans that re-establish a diverse woodland setting.
3. Use a balance of indigenous, native plants and ornamental plant materials.
4. Provide woodland edge plantings to act as a transition zone between the existing woods and the ornamental landscape plantings associated with the house.



# Simplified Requirements: The “Do” List

THE DESIGN REVIEW PROCESS

## DESIGN CONSIDERATIONS

### The “Don’t” List

The following is a simple list of “don’t s” that each homeowner, architect and builder must understand and comply with.

#### Site

1. Do not clear an area more than 50% greater than the house footprint for construction of the house.
2. Do not clear within the setback lines and the property line for any reason.
3. Do not face garage on the street except when site conditions prohibit side entry or auto court.
4. Do not cut/fill slopes greater than 48” in height. House should articulate grade.
5. Do not use a cut/fill slope greater than 2:1
6. Do not clear more than a 25’ wide swath of land for the driveway
7. Do not clear specimen trees.

#### Architecture

1. Do not make the garage too prominent. Instead use front loaded garages recessed from front edge of main house or side loaded garages. Provide fenestration on garage ends.
2. Do not embed garages in a two or more story mass. Do not leave too much wall space above the garage opening.
3. Do not use overly complicated roof structures.
4. Do not under-articulate side and rear elevations. Use the same standards of balance, proportion, and alignment as front elevations.
5. Do not use shallow porches. A minimum depth of 8’ with a

- maximum elongation of 3:1 length/ depth ratio is required. This is not to preclude a small covered entry way appropriate to the style.
6. Do not overscale entry elements. Entry features should be in proportion with house and appropriate to the architectural character.
  7. Do not change exterior materials at outside corners.
  8. Do not use an excessive plinth. Do not use too many steps from natural grade to the building entry.
  9. Do not undersize posts. 6x6 minimum post required for spans of 10’ or less, otherwise, use an 8x8, minimum.
  10. Do not scale window and door too low relative to the ceiling heights.
  11. Do not float brick course above openings. Use lintels/ headers at masonry openings.
  12. Do not use face nailed railing pickets.

#### Materials

1. Do not inset columns. Beam edge should align with column shaft not its capital.
2. Generally, windows and openings should be vertical in nature and appropriate to the architectural style of the home.
3. Do not use plastic or exposed galvanized metal vents or pipes. Locations of these should be deliberate and should align/ correspond with adjacent architectural elements.
4. Do not skimp on the trim. An appropriate amount of trim, molding, banding, sills, etc should be used. Transition materials with trim.
5. Do not use “bulky” dormers. Walls should be tight to windows or openings. Do not make the overhang rakes too broad.
6. Do not use stark white trim. Use antique white or warmer.

7. Do not use imported or vernacular styles that do not reflect the architecture of the region or are not harmonious with the natural environment.
8. Do not use exposed pressure treated wood, natural or stained.

#### Landscape

1. Do not clear between the property lines and setback lines for any reason. This is intended to preserve the woodland character of The Ramble.
2. Do not over clear the lot of its existing trees. Minimize construction impact.
3. Do not submit suburban style landscape plans that show lawn within the front and side yard setbacks. The amount of lawn within the front and side yards should not exceed 15% of these total areas. These areas are intended to retain the woodland character of the lot and act as screen buffers to adjacent homes.



# Simplified Requirements: The “Don’t” List

THE DESIGN REVIEW PROCESS

3/27/06

section

D

ARCHITECTURE



## Design Philosophy

The history and the land. These two aspects were of utmost importance when we devised the architectural and landscape guidelines for The Ramble. As witnessed by the significance of the Biltmore Estate®, the homes of The Ramble will reinforce the notion that architecture is one of the key community cornerstones. In design of the homes, the pioneering work of Richard Morris Hunt in the British Arts & Crafts movement has been chosen as the ideal complement to the Olmsted-styled landscape. Graceful in line, the British Arts & Crafts style is a fitting match for The Ramble's curving streets and wild garden landscape. Both Olmsted and Morris were guided by nature's forms. And both men contributed, each in his own way, to the creation of the Biltmore House®.

In each neighborhood, every home will be situated to take advantage of the community's vivid scenery and rolling terrain. Each

home must be distinct and unique.

A legacy of rich architectural tradition exists at Biltmore Forest and with this legacy comes a responsibility to preserve the design philosophy initially laid out by Frederick Law Olmsted and Richard Morris Hunt. Continuity with these design principles focusing on a respect for the natural environment form the cornerstone of the Design Guidelines philosophy. It is crucial that owners, design professionals, and builders strive to follow these principles as they create new residences at The Ramble Biltmore Forest. The material put forth in the design guidelines is meant to guide not dictate design.

### An Introduction of Architectural Styles

The idea of architectural continuity and a respect for context of the site are important principles that must be applied to any building project in The Ramble. Therefore, homes will be designed in a style sympathetic to one of four styles or vocabularies - Mountain Heritage Vernacular, European Romantic, Site Specific Inspirational, or Ramble Classical. These four styles are defined on the following pages.

The location of the home in the community and its site specific opportunities and constraints will dictate the style that will be most fitting to the site. For instance, for lots associated with streets and public parks, a more formal design approach may be appropriate. These lots are comprised of primarily Terrace and Hamlet Lots, and include some Woodland Preserve Lots as well.

As one moves up the face of the mountain into more rugged topography, homes may become more reflective of the surrounding landscape setting and environment. Here homes built in the Mountain Heritage Vernacular styles, as well as more eclectic architectural styles, and using natural materials and earthen colors traditionally found in the woodlands will allow homes to blend in with the wooded, mountain settings. Although these homes are more relaxed in style, they will maintain The Ramble's commitment to the finest quality materials, detailing and craftsmanship. These home styles are best suited for the Woodland Preserve Lots and Mountain Estate Lots. Of course, any style can cross the boundaries of lot types and the final determination of suitable architectural styles will be decided by the Design Review Committee.

The architectural styles primarily deal with the overall composition of the house and patterns that result. These patterns comprise a range of design elements, including the massing, proportion and scale, relationship to the site, ornament and detail, palette of materials, door and window treatments, among others.



# Architecture at the Ramble Biltmore Forest

DESIGN PHILOSOPHY

The Ramble BILTMORE FOREST | D | 2



## Architectural Styles: in a Mountain Heritage Vernacular

### Mountain Heritage Vernacular

Vernacular architecture is a term used to categorize structures built outside of a regulated academic tradition but define a local, contextual style. At The Ramble, the Mountain Heritage Vernacular Style represents a variety of local styles that have been documented in and around Asheville. These vernacular building shapes, floor plans, materials, construction techniques, and other characteristics are often generated from centuries-old local patterns. The patterns are continually changing, but do so slowly. The new houses built from old patterns physically manifest, and then perpetuate, cultural norms and accumulated building craft. Asheville's vernacular buildings have been praised by many writers for their sophisticated adaptation to their environment and users' needs.

Vernacular styles of architecture in Asheville that truly represent the Mountain Heritage Style include the Shingle Style, and the Arts & Crafts Style, as well as eclectic mountain typologies seen only in this area. In addition to these vernacular styles, many other styles are found locally and have been adapted to the mountain terrain. This page highlights photographs which exemplify the characteristics of the Mountain Heritage Vernacular for The Ramble.

### Characteristics of the Mountain Heritage Vernacular include:

Massing - Typically a two or more story massing type with gable-end formations

Proportion - May vary from a low, horizontal Arts & Crafts type to a vertical steeply pitched Mountain Shingle

Details - Usually include uniquely crafted wood brackets, columns and trim, deep sloping eaves, exposed soffits

Materials - Varies from rough shingle siding to horizontal planks that may or may not be painted, natural stone

Window & Doors - Depending on proportion of scheme may vary from wide horizontal windows to narrow, lite patterns should reflect the proportion of the house



# Architectural Styles of the Ramble Biltmore Forest

DESIGN PHILOSOPHY



## Architectural Styles: European Romantic

### European Romantic

The Asheville European Romantic is based on upon twentieth century interpretations of Medieval English cottages, manor houses, and rural village vernacular houses. The American interpretations often include houses with simple volumes with front facing gables that have steeply pitched roofs. Dormers - gable, hip and shed - are a dominant feature of the style. Chimneys typically act as principle forms for the massing of the house. These are usually very massive, often with plaster finish, simple detailing and chimney pots. There is a mix of exterior materials including stone, plaster and brick. Pebble-dash plaster is characteristic of the Asheville area and was used on many of the Biltmore Estate's buildings. The European Romantic Style include many Asheville typologies such as Tudor Revival, Old English, and French Cottage. The photographs on this page outline the characteristics of the European Romantic for The Ramble.

### Characteristics of the The Ramble European Romantic include:

Massing - Typically an asymmetrical one and a half story massing type with steeply pitched gable-end formations

Proportion - Usually a horizontal proportion with broad expanses of wall with few window and door openings

Details - Simple detailing, columns and trim, minimal eaves, copper half-round gutter, decorative half-timbering

Materials - Natural stone, plaster stucco and brick. Pebble-dash treatment in stucco is unique to this area.

Window & Doors - Typically vertical, narrow windows and doors, lite patterns should reflect the proportion of the house



# Architectural Styles of the Ramble Biltmore Forest

ARCHITECTURAL GUIDELINES



## Architectural Styles: Site Specific Inspirational

### Site Specific Inspirational

This house type may be client and architect defined both in architectural expression and landscape setting. This style represents a contemporary expression of classical and vernacular architecture using ecologically responsible choice of materials and responding to the specific site's views, orientation, and landscape character. These houses could be described as growing out of the site. The DRC strongly suggests clients use an fully-licensed architect to achieve this type of design at The Ramble.

### Characteristics of the Site Specific Inspirational include:

Massing - Massing type is created from the site and its environmental features

Proportion - May vary from low, horizontal lines to vertical layering of spaces

Details - Un-adorned, clean and subtle detailing

Materials - High-quality wood, metal and natural stone

Window & Doors - Varies in shape and configuration. High-quality wood or metal materials. Windows have few if any divided lites.



# Architectural Styles of the Ramble Biltmore Forest

ARCHITECTURAL GUIDELINES



## Architectural Styles: The Ramble Classical

### The Ramble Classical

The Classical style for The Ramble is based on Federal and Classical Revival houses from the mid-19th century. The western North Carolina region has significant examples of houses from this period as well as many houses that would be considered to be Colonial Revival, an adaptation of Classical. The Ramble Classical style is characterized by its adherence to Palladian principles, proportions, and symmetry. Classical homes are usually developed as simple, additive massing types with a dominant center pavilion or Main Body, flanked by smaller side wings, rear wings, and pavilions. Examples from this design period can be found in Asher Benjamin's American Builder's Companion. The Ramble Classical is characterized by proper proportion of windows, doors and porch elements and by well-detailed eaves and cornices.



### Characteristics of the Classical Georgian style include:

Massing - Emphasized main body with one-story side wings and porches added to make more complex shapes. Proportion - Usually a horizontal proportion with a symmetrical composition of openings that are wide in proportion.

Proportion - Simplified versions of Classical details and columns. Often robust and exotic Classical orders, such as Ionic and Corinthian, are used in the porch elements.

Details - Simplified versions of Classical details and columns. Often robust and exotic Classical orders, such as Ionic and Corinthian, are used in the porch elements.

Materials - Brick, stucco, and siding can be used. Mixing materials is not typically associated with this style. One dominant material should be used throughout the composition.

Window & Doors - Multi-pane windows that are usually wide in proportion, with 6-over-6 or 9-over-9 pane patterns.



# Architectural Styles of the Ramble Biltmore Forest

ARCHITECTURAL GUIDELINES

## Characteristics of a Ramble Home

Each home in The Ramble Biltmore Forest should be distinctive. The house should respond to the unique site characteristics of the individual lot as well as to the design guidelines respecting one of the approved architectural styles selected for The Ramble. The image on this page illustrates key architectural characteristics and elements that represent a well designed home, meeting the design requirements set forth in this document.



## Characteristics of a Ramble Home

ARCHITECTURAL GUIDELINES



Section through typical Mountain lots



Section through typical Woodland lot

## Building Height & Size

### Building Height

Height restrictions, other than those dictated by applicable building codes and regulations, shall be determined by lot location, relationship to neighboring homes, and existing tree canopy. Typically the peak of the roof should not exceed a line that represents the average height of the existing tree canopy on the site. In all cases, the highest roof peak must be below the top of the existing tree canopy. For the number of allowable stories for homes in each neighborhood, consult the design standards matrix.

On ridgetop lots, maximum building height shall be as per the City of Asheville or Buncombe County. The intent is that building roof forms will be fragmented, with foundations and roof lines stepped to follow existing slopes, and the roof lines will be below the surrounding tree top levels when viewed from off site.

### Building Size

For minimum and maximum net square footage ranges refer to the design standards matrix. Net square footage is defined as conditioned space; porches, garages, and other non conditioned areas outside the conditioned building envelope are excluded from the net square footage. Basements shall not be included in the net square footage. A basement is defined as having 100% of one wall and 50% of two side walls below grade as calculated from proposed grade to proposed first floor finished floor. All size and massing of structures are subject to DRC approval. In cases of extreme slope, the DRC will consider relief from the specific requirement of a basement definition on a case by case basis.

Building masses are to be composed of clusters of building forms fitted to the topography and natural surroundings, and residential in scale. Building bulk is to be articulated into forms with dimensions that express interior spaces and/ or a group of related rooms.

Buildings may have one detached accessory building (garage, guest house, storage building) provided maximum buildable lot area is not exceeded. Outbuildings may be connected to the main residence by a finished roof structure provided that the connection is not enclosed and its floor is not more than 6 inches above grade.

Lots 1-25 are additionally required to be reviewed by the Town of Biltmore Forest Design Review Board. Refer to Lot Matrix for specific lot requirements.



# Architecture of The Ramble Biltmore Forest

ARCHITECTURAL GUIDELINES

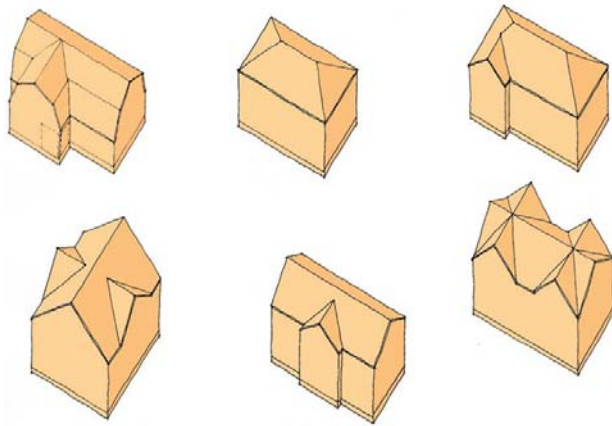


Diagram 1: Simple massing may be used as the base for each Ramble home.

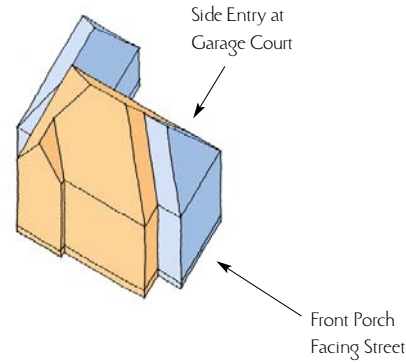


Diagram 3: On narrow lots, simple massings may be reoriented to allow side entries at garage courts and porches along the streets

## Massing Your Ramble Home

Homes within The Ramble Biltmore Forest may begin with simple massing forms that are enlarged and adapted to suit the Owner's needs as well as responding to the unique conditions of the individual lot. Conceptual massing diagrams will aid in the process of identifying key view corridors within the site and ideal placement and orientation of the building. In some instances, the lot will demand a narrower building footprint allowing for a side entry at a formal garage court and porches that may now face the street.

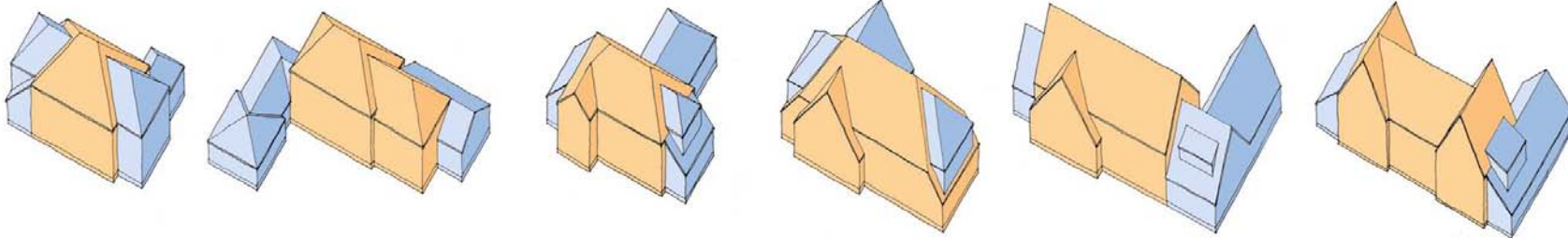
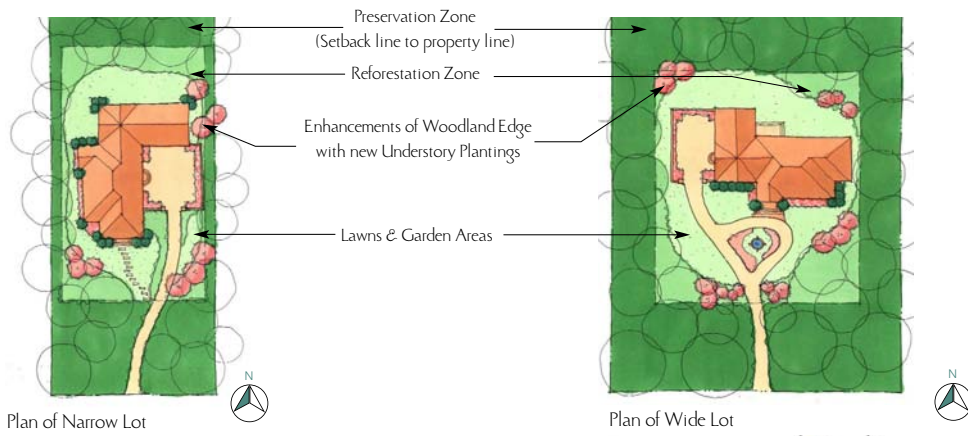


Diagram 2: Simple massings may be adapted to suit individual needs and site specific conditions. Additions to the simple forms allow the Owner to capture the most favorable views within the site while preserving specimen trees and existing vegetation.





Plan of Narrow Lot

Plan of Wide Lot



Axonometric Sketch of Narrow Lot



Axonometric Sketch of Wide Lot

## Selecting & Placing Your Home

The diagrams at the left illustrate the concept of selecting the right house to conform to the configuration of the lot and its topography. The diagrams illustrate, in both plan and axonometric sketch, how the same house footprint can be placed on a Terrace or narrow Hamlet lot and then rotated to be placed on a wider Hamlet or Woodland Preserve lot.

On the far left, houses placed on Terrace or narrow Hamlet lots should be narrower and deeper than their counterparts on wider lots. The plan also suggests that the driveway court is located on the high side of the lot which would allow the house to articulate with the grades on the northern and western sides of the lot. The front door and porch should face the street. Also note that the garage is placed to the rear of the house making it less dominant from the street.

To the left, the same house is rotated 90 degrees to conform to a lot width more typical of wider Hamlet or Woodland Preserve lots. It should be noted that the garage portion of the house is recessed from the main body of the house and the garage doors face the side yard. The front door becomes a major focal point of the facade. Again, depending on each lot's unique topography, grades can be articulated at the house along the northern and eastern facades. Here the plan indicates that the high point of the site is along the western edge which allows for the garage and first floor to be at the same level.

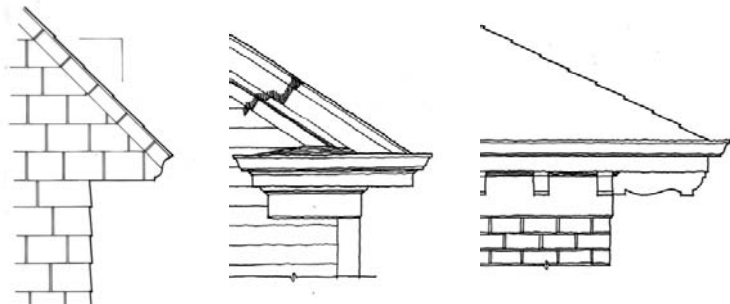


# The Right House For The Right Lot

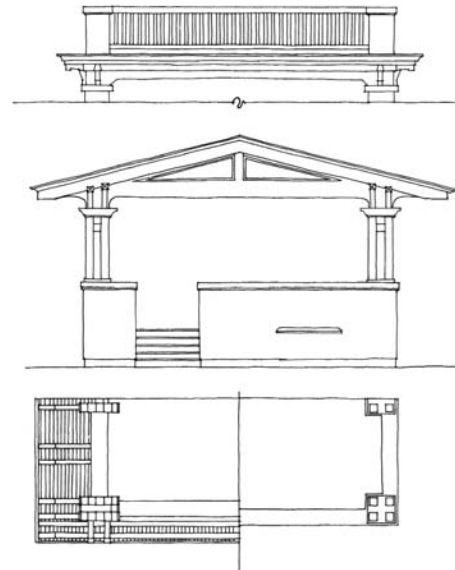
INTRODUCTION



These partial section/ elevations illustrate typical profiles and exterior material combinations deemed suitable for Ramble homes.



The above sketches illustrate acceptable eave detailing for Ramble homes.



Ramble homes should employ rich detailing on all exterior facades. In particular, use of a strong vocabulary at porches will enhance the overall character of the home.

## The Ramble Vocabulary

After the massing of the Ramble home has been determined and the house located on the lot, the exterior vocabulary of the building should be developed. Homes at The Ramble Biltmore Forest should employ a coherent architectural vocabulary based on architectural styles seen throughout the region (refer to the Design Guidelines definition of appropriate architectural styles.) Fine detailing of eaves, chimneys, porches, windows and doors, as well as the use of rich natural materials on exterior facades will be of particular importance in the design process.

The sketches to the left and the precedent photos and sketches on the following pages will aid in defining what is appropriate for homes in The Ramble Biltmore Forest.



Sketch of possible mountain shingle style home.





## Garages & Driveways

### Garages

The following are permitted for garages:

1. Garages can be built as accessory structures (detached), as long as they are physically connected to the main body of the house with features such as a breezeway, landscape walls, etc.
2. All garage structures must have single car width garage doors. The clear width of a garage door may not exceed 10'. Double-wide garage doors are not permissible.
3. Story and half garages which allow for storage or living space above will be allowed provided the design compliments the main building and follows similar guidelines.
4. Carports are acceptable provided the design complies with the architectural guidelines regarding materials, composition and details.
5. Garages and carports may be connected to the main house provided they are integral to the design.
6. Garage doors which face directly onto a neighbor's property must be screened by vegetation or other appropriate means.
7. Garage doors should not face the street, unless approved in writing by the DRC. If garage doors face the street, they must be setback from the front facade of the house a minimum of 8'.
8. Driveways and guest parking areas should be carefully constructed to avoid removing significant trees in the front yard zone. Private drives and parking pads can be paved in exposed aggregate concrete, brick, stone pavers, or gravel. Tire strips, in lieu of fully paved driveways, are encouraged for drives entering off of streets. Pavement aprons should be uniform in materials, the use of stone pavers are recommended.
9. For specific lot requirements, refer to the Design Guidelines Matrix (F2)
10. Due to unique site conditions and different views of each lot, the pavement of each auto courts at all garages will be reviewed on a case by case basis by the DRC.



## Materials, Composition, & Details

ARCHITECTURAL GUIDELINES

## Garages & Driveways: Layouts

These axonometrics illustrate acceptable garage and driveway configurations for larger Hamlet, Woodland Preserve, and Mountain Lots.

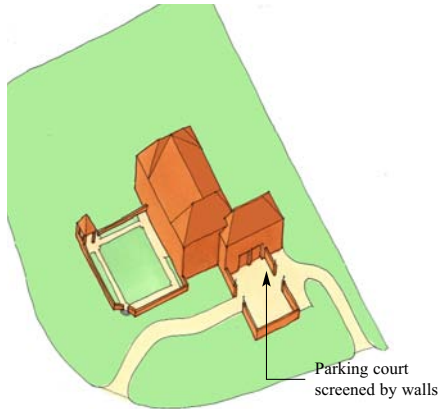


Image A: Parking court at side of house

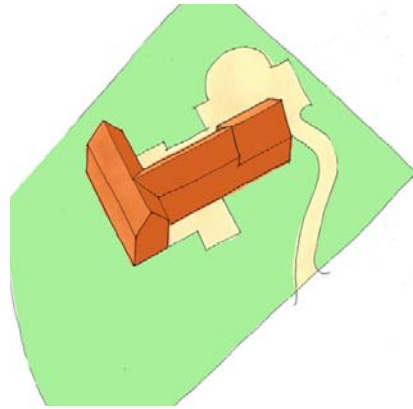


Image B: Parking court and garages to rear of the house

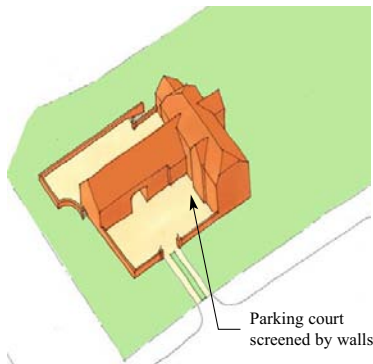


Image C: Parking court and garages to rear of house

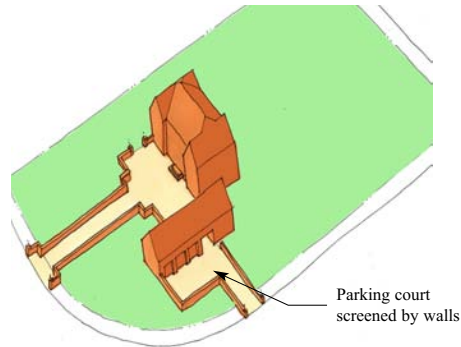


Image D: Parking court and garages to side of the house

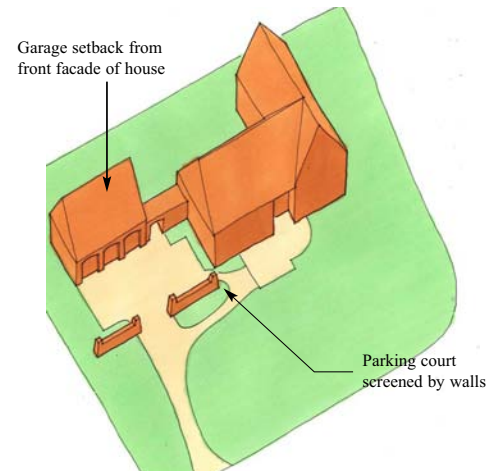


Image E: Front loaded garage at Woodland Preserve, Mountain Estate, or Hamlet Lot

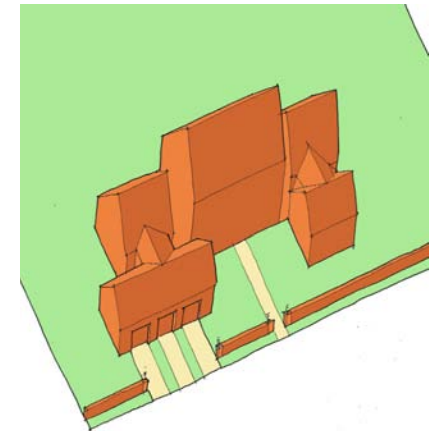


Image F: Front loaded garage at Mountain Estate Lot with minimal setback



# Larger Hamlet, Woodland, & Mountain Lots

ARCHITECTURAL GUIDELINES

## Garages & Driveways: Layouts

These axonometrics illustrate acceptable garage and driveway configurations for smaller Hamlet and Terrace Lots.

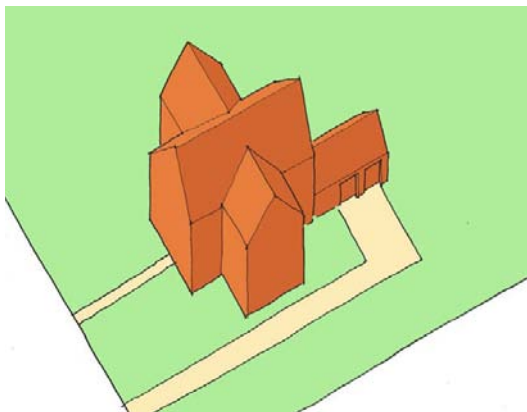


Image A: Parking behind main body of house

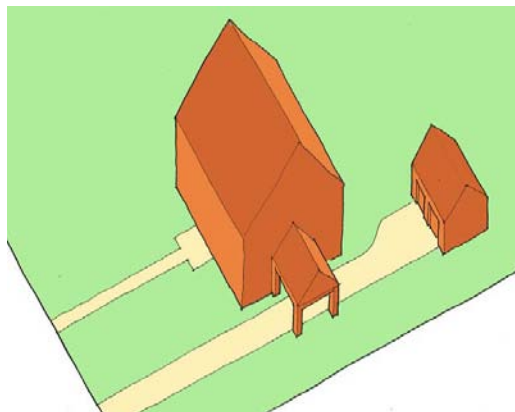


Image B: Option with porte-cochere and garage behind main body of house

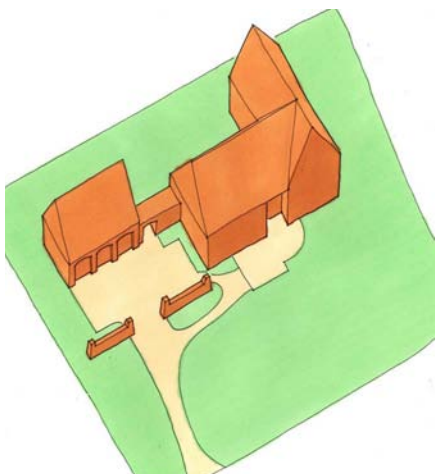


Image C: Parking court and garage at front of house



## Smaller Hamlet & Terrace Lots

ARCHITECTURAL GUIDELINES



Stone- coursed



Stone- coursed



Precedent photos showing exterior use of lap siding, shingle siding, stucco, brick and combinations of these materials.



## Exterior Walls

### Garden walls

The following are permitted for garden walls and fences:

1. Wood with painted or opaque stain finish, good side out
2. Brick (color to be approved) or cement based stucco with painted or oyster shell finish
3. Concrete block with stucco finish painted in approved color
4. Metal with painted finish
5. Natural or cast stone for caps and plinths

Notes:

No chain link, plastic mesh, or wire fences permitted, except for temporary structures. Perimeter screens or privacy fencing or walls are prohibited, except as described for garages and driveways of smaller Hamlet and Terrace Lots. See landscaping guidelines for additional information on fencing

### Foundation and exterior walls

The following are permitted for exposed foundations and ground floor piers:

1. Brick veneer on concrete block
2. Traditional cement based stucco applied to concrete block, smooth, textured or scored, painted in approved color
3. Native field stone
4. No concrete block or unfinished materials may be exposed

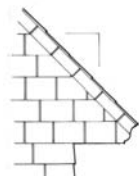
The following are permitted for cladding exterior walls:

1. Wood (board and batten, shingle/ shake, or lap siding)
2. Traditional cement based stucco- (Hand applied with steel trowel to brick, concrete block or wood frame; smooth, textured or scored and painted in approved color)
3. Brick (Approved color)
4. Stone (Natural material in an approved color and shape and laid to have a structural appearance. A dry laid appearance is preferred. Tall walls and piers should be battered at their base and incorporate a mix of sizes and shapes. Vertical joints should be interrupted frequently. Vertical stones should be kept to a minimum. Mosaic patterns should not be used.) Stone is to be coursed into one of several approved types of rubble patterns including rough, coursed, or traditional squared stone
5. Cementitious siding



# Materials, Composition, & Details

ARCHITECTURAL GUIDELINES



## Roofs, Eaves, & Gutters

### Roofs

The following are permitted for roofs:

1. 50 year or better architectural shingles, wood shingles or shakes, natural slate, flat or half round terracotta tiles, and standing seam metal are appropriate roof materials
2. Roof flashing must be copper or pre-finished aluminum; no unfinished metal may be visible
3. Roofs shall be gabled or hipped with slopes not less than 6:12. Slopes should be consistent within the structure. Porches and sheds may have a minimum of 4:12 slope provided they maintain the overall character of the house.
4. Pork chop gable end details are unacceptable.

### Gutters & Downspouts

The following are permitted for downspouts and gutters:

1. Half round profile for hung gutters up to 6"
2. Concealed gutters, visible flashing and drip edges to be metal (to match roof, or trim in color).
3. Solid wood gutters integrated into boxed eaves
4. Rectangular or circular downspouts, smooth
5. Leader boxes, ornamental or plain
6. Copper, lead-coated copper, lead or aluminum (painted) for hung gutters, downspouts, and leaderboxes.



Photo Courtesy of Bill Ingram Architect



## Exterior Doors & Windows

### Materials and methods

The following are permitted for solid/ glazed storm screen doors:

1. Solid wood frames, sills and trim; solid or veneer wood doors
2. Aluminum clad doors, except at front door, which is to be of wood
3. Sliding glass doors are not acceptable

The following are permitted for windows, shutters, and storm/ screen sash:

1. Solid wood frames, sills, sash, and trim
2. Aluminum clad windows
3. Wood, aluminum, or PVC painted shutters. (All shutters must be operable)
4. True divided or simulated divided lites (no snap in or removable muntins)
5. Sills with a minimum of 1" projection from face of a casing
6. Wood, stone, stucco, or brick sills
7. Shutters must have fully mounted hardware, should be operable and made of wood, aluminum or PVC.
8. Sliders and jalousies are not permitted.
9. The architect is responsible for meeting all building codes in the design of doors and windows.

### Composition and details

The following guidelines pertain to composition and details:

1. Vertically proportioned openings for individual doors, windows, and sidelights
2. Vertically proportioned lites in glazed doors and windows
3. Transoms equal in width to door or window below them
4. Paneled, glazed, screened and/or boarded doors: no flush exterior doors
5. Paneled, louvered, or boarded shutters. Shutters must fit the window or door they are intended to frame



# Materials, Composition, & Details

ARCHITECTURAL GUIDELINES

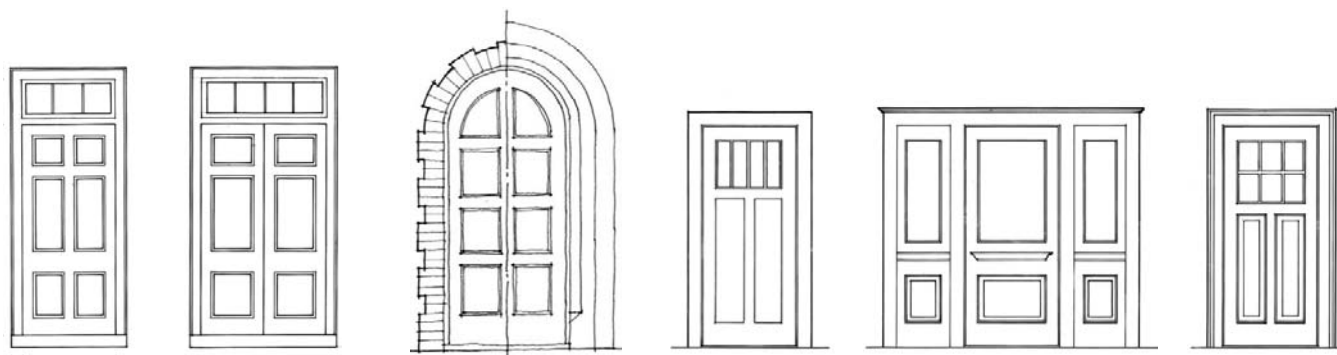
## Exterior Doors & Windows



Various classically styled windows and surrounds



Various windows and surrounds found in local vernacular architecture



Various doors and surrounds found in local vernacular architecture



# Materials, Composition, & Details

ARCHITECTURAL GUIDELINES

## Posts, Piers & Columns

The following are permitted for posts, piers and columns:

1. Wood
2. Concrete or concrete block with stucco in smooth or textured finish
3. Brick, natural color, whitewashed, stuccoed or painted finish
4. Fiberglass columns by approved manufacturers (Hartman Sanders, Melton Classics, Somerset, and Schverd)
5. Natural or cast stone, and traditional stucco capitals, bases and plinths
6. Aluminum (painted) for bases
7. Composition and exterior grade plaster for ornamental classic capitals



## Porches, Verandas, Balconies, and Railings

The following are permitted for porches, verandas, balconies, and railings:

1. Wood for all components
2. Brick, terracotta, or stone for paving
3. Metal with painted finish for railings, brackets and ornamental features; may be used as decking on suspended balconies
4. Wood screen sash
5. Concrete landing allowed for side entries on non-corner lots
6. The area (18" or higher) beneath the floor of any porch facing a front or side yard shall be enclosed by walls or masonry piers with lattice infill in a vertical/ horizontal direction. Lattice shall be made from 3/4" or thicker material.



# Materials, Composition, & Details

ARCHITECTURAL GUIDELINES

## Exterior Steps and Paving

The following are permitted for exterior steps and paving:

1. Wood
2. Brick
3. Stucco
4. Stone or cast stone
5. Terracotta

Note: See landscape guidelines for additional information



## Awnings and Canopies

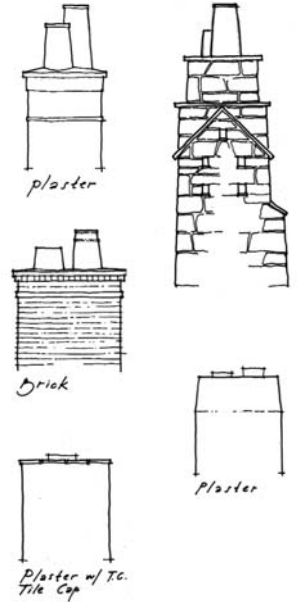
Awnings must be appropriate to the design of the house and in compatible colors.

1. Material must be cloth or canvas.
2. Rigid aluminum awnings are not allowed.

## Chimneys

Chimney dimensions shall be compatible in scale to the home and be composed of the following:

1. Where visible on the exterior, stone, brick, or cement based stucco facing.
2. Lead coated copper or cement wash coping
3. Clay tile flues
4. Exposed metal flues on roofs are not permitted.



## Exterior Hardware

The following are permitted for exterior hardware:

1. Where visible from the street, public amenity or other common thoroughfare, solid brass, bronze or blackened cast or wrought iron hardware executed in aluminum or mild steel.



# Materials, Composition, & Details

ARCHITECTURAL GUIDELINES

## Column, Basement, and Roof Venting

### Column venting:

1. Exterior columns which must be vented, shall be vented through a space between the bottom of the base moulding and the top of the plinth, typically columns are lifted up on 1/4" round metal pads to create the required air space.
2. Columns may be vented up through openings in the porch below.
3. Vent slots cut in the plinth and midget louvers installed in the column shaft are not permitted.

### Basement venting:

1. Basement and crawl spaces may be vented by wood lattice panels, painted wood louvers, brick vents, ornamental grilles or through skirt boards set with gaps in between.

### Roof and eaves venting:

1. Roof and attic spaces may be vented through louvered cupolas and domers, gable end vents, frieze grilles and louvers, porch ceilings, eaves, and continuous slot vents.
2. Self-venting soffit materials and imitation wood soffits are not permitted.

## Exterior Colors

1. All exterior colors must be approved by the Design Review Committee.
2. Exterior colors are generally low intensity and complimentary to the roofing color.
3. Traditional colors for metal roofs on classically styled homes include green, deep brown and grey. Roofs on vernacular homes should be a dark or neutral color to blend into the wooded environment.
4. Garage doors should be painted the color of the trim or the main body of the house in order to help the door blend into the house wall.
5. Colors for all houses, outbuildings, trim, roof materials, screens, and fences are to be shown on a sample board constructed of samples of the actual materials to be used and are to be submitted to the DRC for approval.

## Cupolas, Lanterns, Monitors, Skylights, and Other Roof Penetrations

1. Glazed and/ or louvered cupolas, lanterns, and monitors are permitted.
2. No skylights (glazing parallel to the roof pitch), vent stacks, exhaust fans, vents, or boiler flues where visible from a street, public amenity or other common thoroughfare.
3. Vent stacks, exhaust fans, vents and boiler flues must be located to the side or rear of the house and painted to match the roof color.
4. Integrating mechanical devices into architectural features is encouraged.

## Mechanical, Electrical, and Other Equipment

1. All exterior equipment (including air conditioning compressors, utility meters, sports equipment, satellite dishes and well pumps) may not be visible from a street, public amenity, or other common thoroughfare.
2. The use of solar devices are subject to DRC approval, but in all cases must be removed from view from the street, adjacent properties, or common areas.
3. Where visible from another property, trash receptacles, mechanical equipment, storage tanks, and other devices must be screened with approved service enclosures.



# Materials, Composition, & Details

ARCHITECTURAL GUIDELINES

## Signage and Lot Verifications

1. All signs are prohibited unless approved by the DRC
2. The permitted construction sign must be approved by the DRC
3. Flags of a derogatory nature are not permitted
4. All flags must be mounted to an appropriate flag stanchion adhered to an exterior element of the house and may not be free standing

## Mailboxes, Newspaper Boxes, and Nameplates

All nameplates, newspaper boxes, address placards, etc. are to be approved by the DRC  
Mailboxes and newspaper boxes will be governed and approved by the DRC.

## Screen Enclosures

Screen enclosures are not allowed unless they are connected to the home and fit within the outline of the home's main roofline. Screen must be dark or bronze in color.



# Materials, Composition, & Details

ARCHITECTURAL GUIDELINES



## Auxiliary Buildings & Outdoor features

Accessory structures include all structures on a lot exclusive of the primary residence, such as guest houses, greenhouses, gazebos, trellises, playhouses, detached garages, and pool cabanas. Outdoor features include playground equipment.

Accessory structures are subject to review by the DRC. Aluminum screen rooms and metal storage sheds are expressly prohibited.

As far as possible, accessory structures are to match the architectural style and appearance of the primary building.

Accessory structures shall not be located in the front yard of any lot.

Accessory structures shall not exceed 30' in height

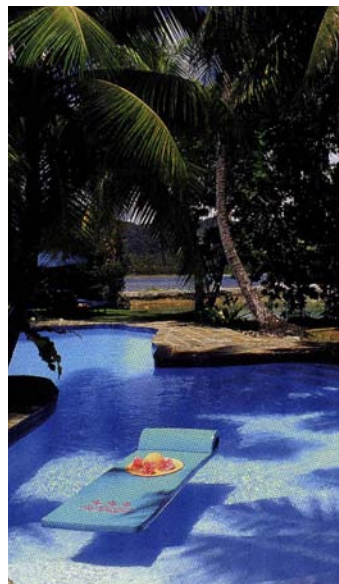
The sum of all accessory structures on a lot shall not exceed 1,200 SF in footprint size.

Accessory structures shall not be located on lots of less than 1/3 acre.



# Auxiliary Buildings & Outdoor Features

ARCHITECTURAL GUIDELINES



## Swimming Pools

Individual swimming pools and associated amenities at The Ramble must be in-ground and are subject to site review by the DRC. Pools should be designed as an integral part of a terrace in which the use of stone pavers are recommended. Terraces can also be paved in brick, stone or concrete with decorative accents.

### Pool fencing

Pool fencing must be a minimum of 4' in height. The fence must be screened with approved landscaping.

### Pool Cabanas

Pool cabanas are permitted only with DRC approval and must be placed within the setbacks of the homesite.

### Pool Equipment

All pool equipment, including hot tubs, must be located in the rear or side yards in locations which minimize noise to adjacent lots. Equipment must be appropriately screened.



## Swimming Pools

ARCHITECTURAL GUIDELINES



Example of an Acceptable Plan and Elevation



Example of an Unacceptable Plan and Elevation. This type of house will not be approved by the DRC.



## Purchased Plans

### Purchasing of Plans:

Owners who decide to purchase pre-designed architectural plans or "production/stock plans" for their new home in the Ramble should be aware of the following:

1. The approval process does not recognize an expedited process or short cuts for production plans. From the DRC's perspective the process will be identical to that of hiring an architect to produce a custom design.
2. The preliminary review will only reference those drawings listed in the timeline that apply. If a complete set of construction documents is submitted in the preliminary review stage, only those items in the set that apply to that phase will be reviewed, not the entire set and all of its accompanying details.
3. The owner should have the capacity or resources available to make modifications to the drawings based on design comments by the DRC. Very few production drawing sets will be approved without comments or required modifications. It is important that the owner has someone with the skills to interpret the commentary and provide the modifications to the drawings.
4. Beware of the "Don't List". Production plans often have details that are very standardized for the sake of selling those plans across multiple markets. The Ramble is attempting to create a regionally specific character that is distinct from national markets. Drawing sets should be reviewed for those details that don't comply with the guidelines and corrected before the submission. Plans that have not been reviewed by the owner or their representative containing multiple and obvious non-conformities will be returned without comment and/or approval and will have to be resubmitted.
5. It is strongly advised that the owner participate in the pre-design site walk and orientation before deciding what plans to purchase.



## Purchased Plans

ARCHITECTURAL GUIDELINES

3/27/06

section

E

LANDSCAPE

## Landscape Guidelines

The natural beauty and historical significance of The Ramble Biltmore Forest will be preserved and enhanced by each resident. Landscape improvements for each private residence shall uphold the principles of preservation of existing vegetation, the enhancement of native habitats, and the use of indigenous plant materials. Mature trees, and major stands of hardwoods shall be preserved. Where the existing vegetation is removed, reforestation will be required.

This landscape guidelines section illustrates key elements and design strategies for private lots. Plantings will respond to the character of the site by integrating native plants in streetscapes and woodland areas of the site. The use of ornamental planting in private garden areas is encouraged.

This section begins with planting requirements for individual lots. General guidelines and strategies for landscape enhancements are then discussed. The section ends with details for lighting, walls, piers, fences, and other garden elements that may be used to enhance individual lots.

Landscape plans are to be submitted to the DRC by a registered landscape architect or horticulturalist in garden design.

### The following guidelines apply to all landscape zones:

- ~ New trees and shrub plantings shall be a variety of sizes that will blend naturally into the existing landscape:
- ~ **Deciduous trees** - 50% of the mix, 2" caliper minimum; 50% of the mix, 3" caliper or larger (minimum)
- ~ **Evergreen trees** - 50% of the mix, 8'-10' height minimum; 50% of the mix, 12'-14' height or larger (minimum)
- ~ **Shrubs** - 50% of the mix, 3 gallon containers minimum; 50% of the mix, 5 gallon containers
- ~ The use of large specimen trees is preferred in areas close to the house to help blend the building with the site.
- ~ Areas disturbed during construction, not including outdoor paved terraces, are to be revegetated with indigenous trees to blend with the sur-

rounding forest. Understory plantings should also replicate native plantings and be used to revegetate disturbed areas. Areas within the homesite, visible from off the lot should be replanted as well.

- ~ The use of ornamental, non-native plant material should be limited to areas adjacent to the house and/or appear to be extensions of the surrounding landscape zones.
- ~ Driveways and roads should be buffered with large transplanted material or nursery stock material.
- ~ New landscape plantings should extend existing tree masses and plantings around buildings and outdoor improvements.

### Tree Removal and Selective Thinning

Removal of trees on lots is to be avoided wherever possible. The DRC may approve tree removal and/or selective tree thinning within the designated building setback. The DRC may also approve tree removal and/or thinning outside the designated building setback for view corridors provided it does not increase the visual impact on the adjacent lots or significantly increase the off-site visibility of the house. Unauthorized removal or cutting of trees is subject to fines.

### Driveways

Driveways shall be a maximum of 12' wide, usually laid out diagonal to the existing contours, with a total envelope of 25' wide for clearing to either side of the driveway. Parking and turn around areas must be located within the building setback lines. The driveway-garage layout should minimize visibility of the garage doors/ parking area from the street or adjacent lots. Approval by the DRC for material and color of the driveway is required prior to construction. Refer to the architectural guidelines for additional information on driveways.

### Paths, Outdoor Stairs, and Terraces

Paths, outdoor stairs, and terraces are to be designed to blend with the natural topography and vegetation, and with retaining walls, fences, or building foundations. Materials will be stone, crushed stone or gravel, and/ or wood, as approved by the DRC.

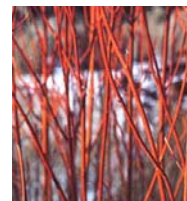
### Site Utilities

All site utilities are to be installed underground on alignments that minimize grading, tree cutting, and other disruption to the site. Utility boxes, including any meters, are to be located and/or screened to be not visible from off-site.

### Site Lighting

Designs for all exterior lighting must be submitted to the DRC for approval. Submissions should include fixture cut sheets with wattages and lamps specified, and with dimming intentions for higher wattages where indicated.

Exterior lighting is discouraged within setback areas except at driveway entries.



# Introduction to Landscape Guidelines

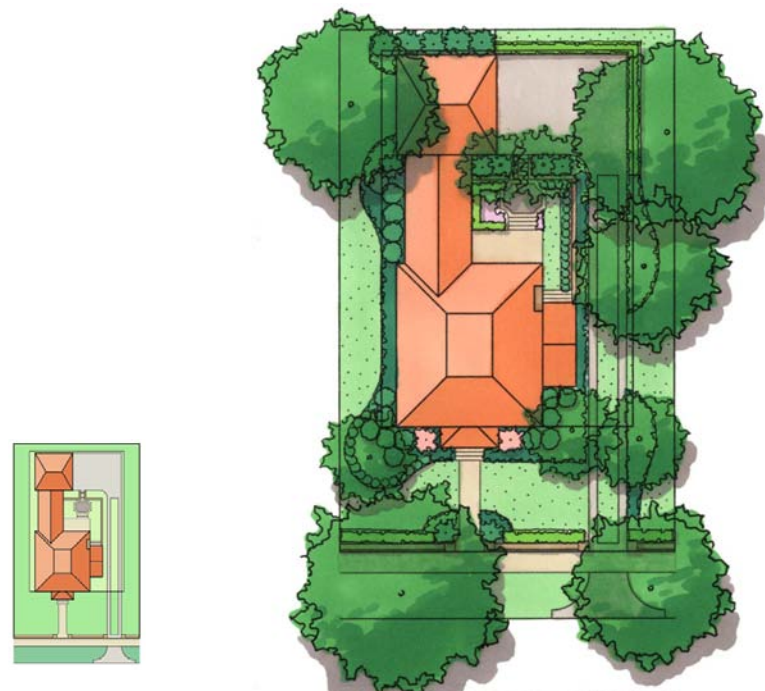
LANDSCAPE GUIDELINES

## Terrace Lots



Landscaping for Terrace and Hamlet Lots is limited to the Building Zone. The Rear and Side Yard forest outside the Building Zone must be completely preserved. The side and rear areas of the house disturbed during construction of the home or installation of utility easements are to be planted using the Reforestation plant palette. The Front Yard can be planted using the Ornamental plant palette. The Transitional Zone from the house to the street should be supplemented with masses of understory shrubs and trees planted amongst the existing canopy trees to create a uniform appearance.

## Hamlet Lots



The specific planting requirements for FRONT-LOADED NEIGHBORHOOD LOTS is identical to Hamlet Lots with the exception of garage screening. Garages that face adjacent lots must be screened from view with privacy fences, hedges, or mass plantings of understory shrubs. The disturbance area to construct Front-Loaded smaller Hamlet or Terrace Lots can not exceed 130' from the front property line in order to protect existing vegetation in the Rear Yard.

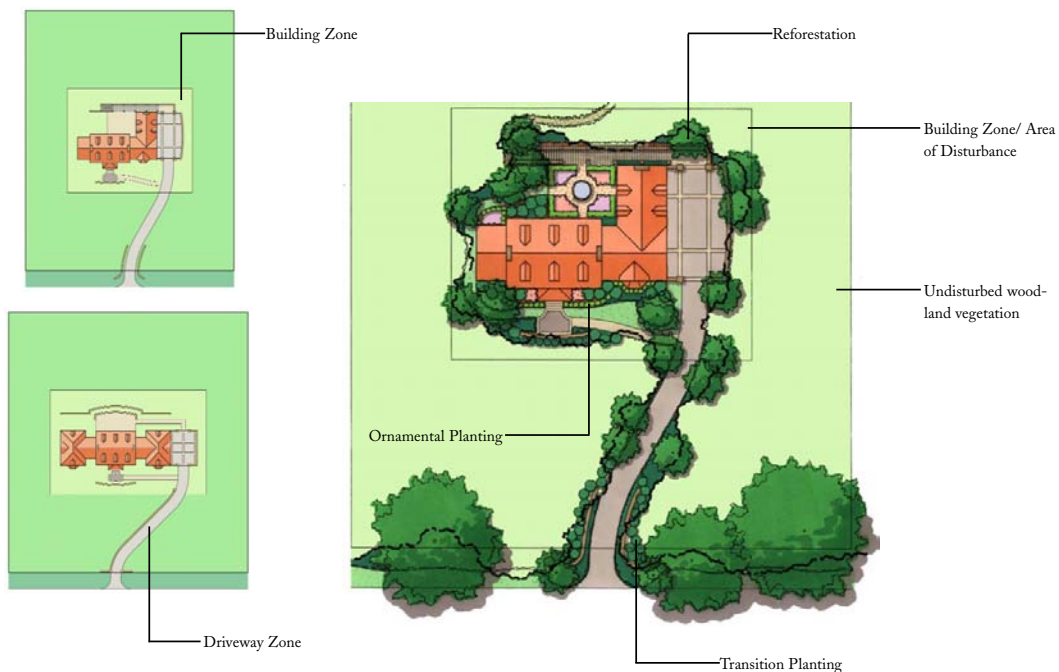
All measures must be taken to preserve existing vegetation in the Front and Side Yard of all neighborhood lots.



# Terrace & Hamlet Lot Landscaping

LANDSCAPE GUIDELINES

## Woodland Preserve Lots



Landscaping for Woodland Preserve Lots is limited to the Building and Driveway Zones that were disturbed during construction. The Rear and Side Yard forest outside the Building Zone must be completely preserved. Refer to the Landscape Amenity Construction diagram in the General Lot Principles for the location of Reforested, Ornamental and Transitional planting zones. The appropriate plant palettes must be used for revegetation of the corresponding areas.



# Woodland Preserve Lot Landscaping

LANDSCAPE GUIDELINES

## Mountain Estate Lots

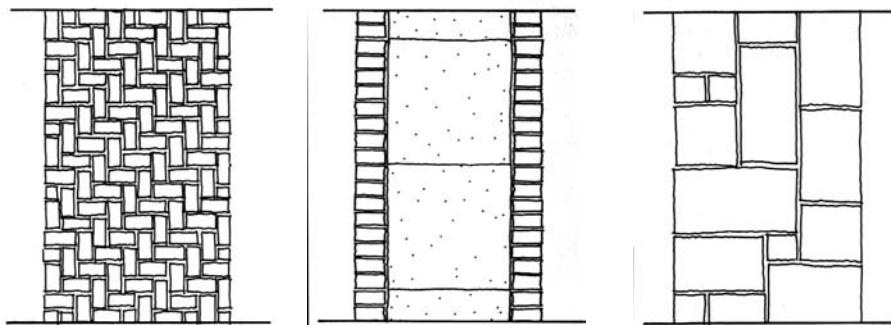


Landscaping for Mountain Estate Lots is limited to the Building Zone. The Rear and Side Yard forest outside the Building Zone must be completely preserved. The side and rear areas of the house disturbed during construction are to be planted using the Reforestation plant palette and the Front Yard can be planted using the Ornamental plant palette. The Transitional Zone from the house to the street should be supplemented with masses of understory shrubs and trees planted amongst the existing canopy trees to create a uniform appearance.



# Mountain Estate Lot Landscaping

LANDSCAPE GUIDELINES

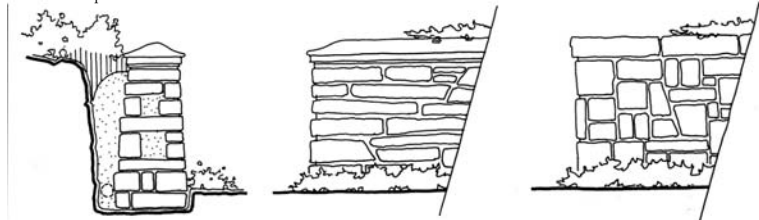


Brick Walk

Concrete or Gravel Walk with Brick Edge

Stone Walk

Stone Wall Options



Section

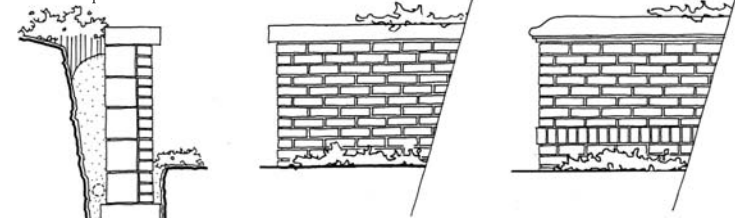
Ledgerrock Pattern

Drystack Pattern



Photo showing stone steps, provided by Biltmore Company®

Brick Wall Options



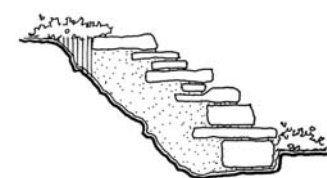
Section

Running Bond with Square Stone Cap

Running Bond with Brick Shaped Cap and Water Course



Typical Wall and Pier Combination



Ledgerrock Section

## General Principles

### Driveway Pavement Surfaces

Driveways will be aligned with the contours and minimize site disturbance by the use of walls or planted slopes. All paving surfaces shall be limited to 12 feet in width and use materials that will soften their visual impact. These materials will be gravel, bituminous paving, brick or stone pavers, or exposed aggregate concrete. Pavement aprons between the street and driveways are to be block stone or stone.

### Walls, Piers and Steps

Walls and steps outside the building pad shall be stone. Walls and steps within the building pad can be stone or match the material used to construct the house.

### Sidewalk and Terrace Paving

Sidewalks, entry terraces and rear patios should be constructed of brick, stone or concrete with decorative edges.



# Landscape Character- Details

LANDSCAPE GUIDELINES

## General Principles

### Lighting

Lighting of private lots shall be the minimum required to provide an adequate level of safety. Size, scale and materials for lighting fixtures shall be compatible with the architecture of the house. These include post lights, indirect lighting for landscape materials, or wall and pier lights. For areas outside the building envelope, lighting will be integrated into walls and piers. Exterior lighting must use "Dark Sky" lights, meaning that light may not be "broadcast" up to the sky or across long open areas including driveways.

High pressure sodium bulbs with yellow light, mercury vapor with green light, or high wattage metal halide and fluorescent bulbs are not permitted for exterior lighting. Halogen bulbs with white lights are encouraged.

### Irrigation

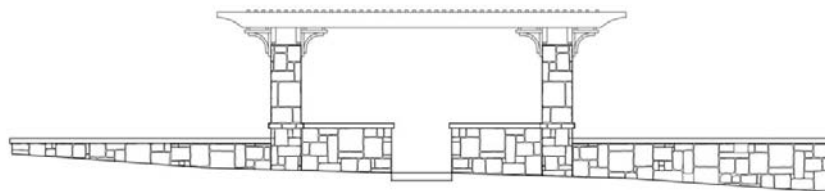
All landscaped areas in the private garden zones should be fully irrigated.

### Screening

All air conditioning units and other mechanical equipment shall be screened from public view with shrubs, hedges, walls, fences, or a combination of these. Ancillary structures, such as trash enclosures are to be integrated into the landscape as much as possible and screened from public view using similar methods.

### Maintenance

Ease of maintenance and material longevity must be considered when developing landscape plans for individual lots. Landscape materials must look attractive when initially installed as well as in the future. Proper maintenance practices include adequate watering, weeding, fertilizing, edging, pruning, pest control and removal of diseased, dead or damaged material. Clues can be taken from the natural environment for issues of plant selection, hardiness and drainage.



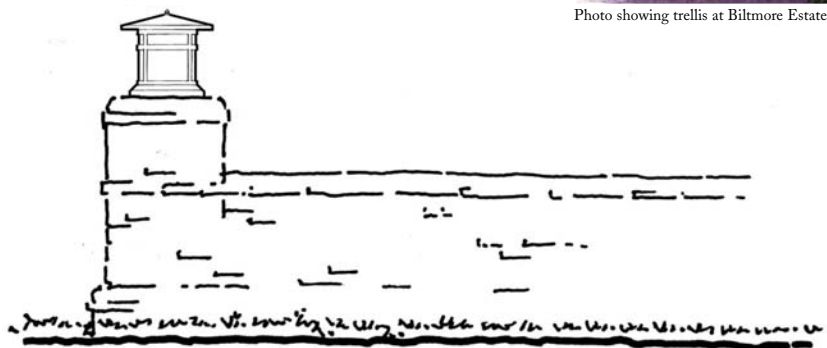
Wood Trellis and Stone Wall Combination



Lights for Private Zone



Photo showing trellis at Biltmore Estate®

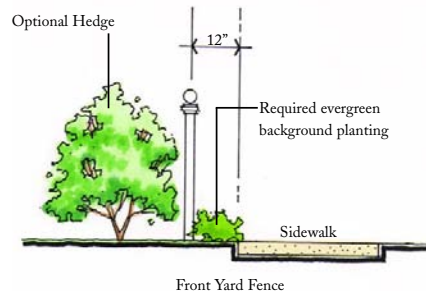
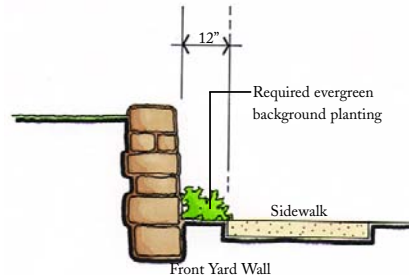


Light Integrated into Stone Pier



# Landscape Character- Details

LANDSCAPE GUIDELINES



## Specific Landscape Elements

The landscape elements for the select Hamlet and Terrace lots will reflect the best precedents from Asheville's finest neighborhoods. The homes will be placed closer to the street and will have an intimate front yard to public street relationship. Therefore, the edge condition at the front property line should be articulated in such a way to clearly define public and private spaces. The use of fences, planted banks and walls should be used. The use of walls will allow grade changes to preserve existing trees and reduce site disturbance.

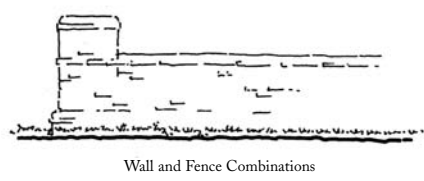
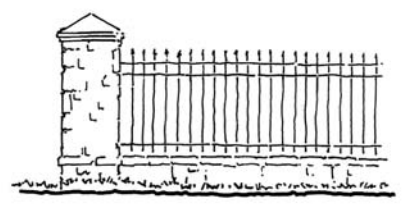
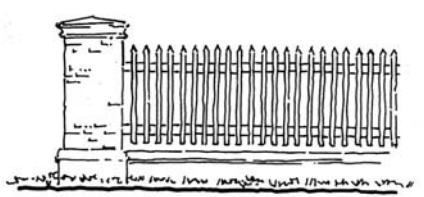
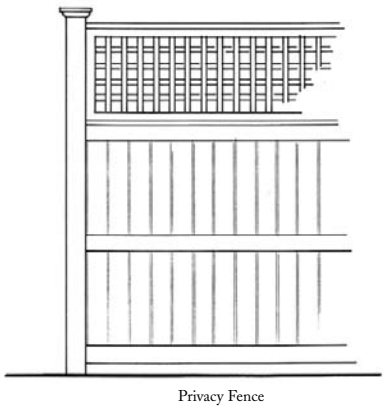
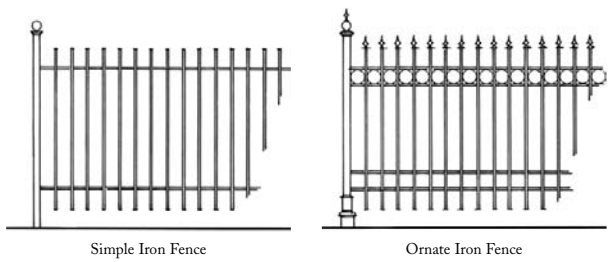
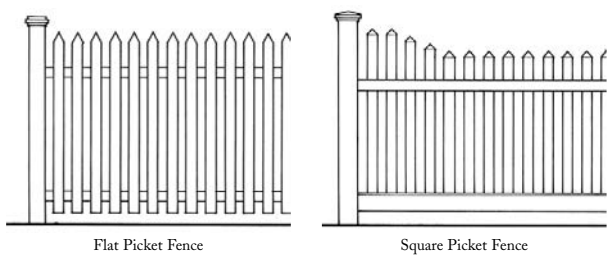
### Walls and Piers at the Property Edge

Walls and piers, should conform to the historic precedents found elsewhere in Asheville. The use of stone is recommended.

### Fences at the Property Edge

The use of fences at the street edge should be of uniform character and reflect the architectural setting of the house. Fencing is intended to be used primarily on corner lots in the front and side yard. Front and side yard fences shall be a transparent style with pickets with the maximum height of 36 inches. Front yard fences shall be located 12 inches from the adjacent sidewalk or property line, where applicable, and an evergreen groundcover planted in between. Picket fences, ornamental iron fences or a combination of walls and fences should be considered.

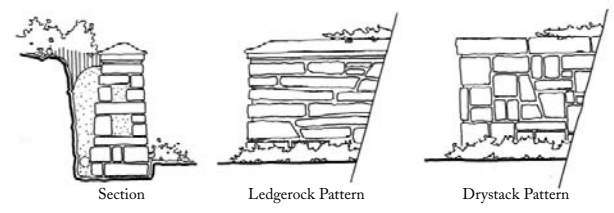
Illustrations showing wall, pier and fence types appear on the following page.



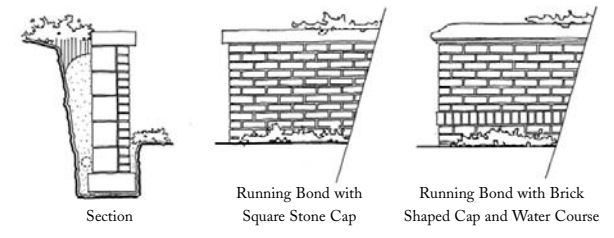
Fences

In addition to the Ramble Community Association deer fence at the edge of the property and the entrance gate fence, additional fencing for privacy may be desired in the private zones. Here, fences can be opaque to a height of 48 inches with 24 inches of transparent fencing (lattice above). The privacy fences can be constructed only within the private zone of the house lot.

Stone Wall Options



Brick Wall Options



Walls, Piers and Steps

Aside from the stone walls at the edges of properties, the use of walls within the private spaces of the lot are appropriate to accommodate changes in grade or create privacy. Here the walls can match the architectural character of the house. Steps should conform to other paving types used on the lot, as well as reflect the character of the walls. Walls used for privacy screen should not exceed 48 inches.



# Landscape Guidelines- Fences, Walls, & Piers



## Detail Precedents

These photographs illustrate how details have been handled in the landscape and apply to lots in The Ramble.

The use of gravel walkways with brick edges, or simple gravel paths leading into the woodlands are typical precedents in the area. Other paving material such as brick, stone and decorative tiles will give character and charm to gardens on individual lots.

It is important that elements adjacent to public right-of-ways and streets be of durable, natural elements that give an image of quality and timelessness.

The use of random cut stone for walls, or rubble stone for landscape edges will enhance the natural landscape setting.

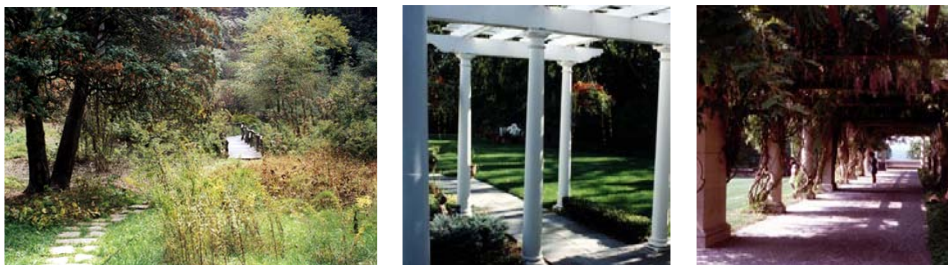
Private drives and parking pads can be paved in asphalt, brick or stone pavers, exposed aggregate concrete, or gravel. Tire strips, in lieu of fully paved driveways, are encouraged for drives entering off of streets. Pavement aprons should be uniform in materials, the use of stone pavers are recommended. Private walkways can be paved in brick, stone or concrete with decorative accents.

All materials are subject to approval by the DRC.



# Landscape Character

LANDSCAPE GUIDELINES



## Garden Precedents

These photographs illustrate how private space gardens can be designed.

Garden design can range from naturalistic landscape plantings, stone pavers and wooden bridges leading into the landscape to more formal, traditional gardens that reflect the owner's taste and desires. The use of landscape furnishings such as benches, fountains, planters, and trellises should be consistent with the architectural character of the house.

These gardens are limited to the private zones of the lot.



# Landscape Character - Private Gardens

LANDSCAPE GUIDELINES

## Reforestation Plant Palette

The reforestation plant palette is a representative cross section of the vegetation that could be found in almost any of the conditions that exist within The Ramble. This list is not intended to be a comprehensive plant list of the entire site, only a partial guide to paint an approximate picture of the variety of plant species existing in this community. Upon beginning any reforestation effort within any property owner's lot, a tree survey must be completed to be certain the plant variety being replaced is one that is indigenous to the site. Replanting will follow a prescribed formula based on the survey. This formula will ensure that the correct percentages of plant species are used to repopulate the forest.



### CANOPY TREES:

Red Maple - *Acer rubrum*  
 Red Oak - *Quercus rubra*  
 White Ash - *Fraxinus americana*  
 Tulip Poplar - *Liriodendron tulipifera*  
 Black Gum - *Nyssa sylvatica*  
 Mockernut Hickory - *Carya tomentosa*  
 White Pine - *Pinus strobus*

### UNDERSTORY TREES:

Flowering Dogwood - *Cornus florida*  
 Witch-hazel - *Hamamelis virginiana*  
 Sourwood - *Oxydendron arboreum*  
 Eastern Redbud - *Cercis canadensis*  
 Sassafras - *Sassafras albidum*

### UNDERSTORY SHRUBS

Mountain Laurel - *Kalmia latifolia*  
 Smooth Hydrangea - *Hydrangea arborescens*  
 Sweetshrub - *Calycanthus floridus*  
 Rosebay Rhododendron - *Rhododendron maximum*

### HERBACEOUS:

Virginia Creeper - *Parthenocissus quinquefolia*  
 Aster - *Aster divaricatus*  
 Blueberry - *Vaccinium arboreum*

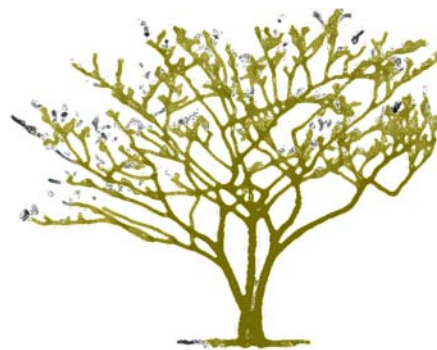
Note:

Refer to Section F for an extended plant list that includes additional native plants and prohibited plants.



## Ornamental Plant Palette

There will be a small amount of artistic license used when studying the ornamental plant list. There are going to be plants that are not native, but the areas where this vegetation will be planted is a very small, confined area, mainly private gardens. The suggested plant list below uses non-invasive species that are sensitive to the surrounding forest community.



### CANOPY TREES:

American Beech - *Fagus grandifolia*  
 Sugar Maple - *Acer saccharum*  
 White Ash - *Fraxinus americana*  
 London Planetree - *Platanus acerifolia*  
 Black Tupelo - *Nyssa sylvatica*  
 Sweetbay Magnolia - *Magnolia virginiana*  
 White Oak - *Quercus alba*  
 Shagbark Hickory - *Carya ovata*  
 Eastern Hemlock - *Tsuga canadensis*  
 Fruitless Sweetgum - *Liquidambar styraciflua*  
 'Rotundilaba'  
 Norway Spruce - *Picea Abies*



### UNDERSTORY TREES:

Carolina Silverbell - *Halesia carolina*  
 Sourwood - *Oxydendron arboreum*  
 Eastern Redbud - *Cercis canadensis*  
 Serviceberry - *Amelanchier arborea*  
 Sweetbay Magnolia - *Magnolia virginiana*  
 White Fringetree - *Chionanthus Virginicus*



### UNDERSTORY SHRUBS

Mountain Laurel - *Kalmia latifolia*  
 Spicebush - *Lindera benzoin*  
 Sweetshrub - *Calycanthus floridus*  
 Catawba Rhododendron - *Rhododendron catawbiense*  
 Oakleaf Hydrangea - *Hydrangea quercifolia*



### HEDGE:

Inkberry Holly - *Ilex glabra*  
 Common Boxwood - *Buxus sempervirens*  
 Greenleaf Holly - *Ilex opaca 'Greenleaf'*



### GROUNDCOVERS:

Wintergreen - *Gaultheria procumbens*  
 Virginia Creeper - *Parthenocissus quinquefolia*  
 Christmas Fern - *Polystichum acrostichoides*  
 Partridgeberry - *Mitchella repans*



### PERENNIALS / WILDFLOWERS:

Bloodroot - *Sanguinaria canadensis*  
 Duchman's Brecches - *Dicentra cucullaria*  
 Wood Anemone - *Anemone quinquefolia*



# Plant Palette

LANDSCAPE GUIDELINES

section

F

## SUPPLEMENTS & RESOURCES

- DESIGN STANDARDS MATRIX
- SUSTAINABLE AND GREEN BUILDING GUIDELINES
- EXTENDED PLANT LIST, SHOWING PROHIBITED PLANTINGS

Lot Types	Maximum Lot Coverage	Minimum Setback			Minimum House SqFt		Max # Out-Buildings	Max # of Full Stories	Remarks/ Special Conditions
		Front	Side	Rear	Main House	Out-buildings			
Terrace Lots	60%	25'	10'	25'	2,000 SqFt (1,750 sqft main level if 2 story)	500'	1	2	Refer to City of Asheville Code RS-4 Section 7-8-3, Suppl No. 9
Hamlet Lots	50%	35'	20'	25'	2,500 SqFt (1,750 sqft main level if 2 story)	500'	1	2	Refer to City of Asheville Code RS-2 Section 7-8-2, Suppl No. 9
Woodland Lots (Lots 26 and up)	40%	35'	20'	25'	2,500 SqFt (2,000 sqft main level if 2 story)	1,000'	1	2	Refer to City of Asheville Code RS-2 Section 7-8-2, Suppl No. 9
Mountain Estate Lots	Future definition pending	35'	20'	25'	2,500 SqFt	500'	1	2	Refer to City of Asheville Code RS-2 Section 7-8-2, Suppl No. 9
Biltmore Forest Woodland Lots	Lots 1-25 are in Town of Biltmore Forest and zoned R-3, Refer to Town of Biltmore Forest <b>Current</b> Subdivision Regulations & additional guidelines								

Notes:

1. Areas between property lines and setback lines are not to be cleared without approval of the DRC.
2. Clearing of the front setback for the driveway access is permitted. However, parking areas are not allowed in the setback lines. No clearing is allowed in the side setback lines without approval of the DRC.
3. The house must fit within the building envelope without encroaching into the setback lines.
4. Maximum lot coverage (buildings and hardscape) for areas within the setback lines
5. All setbacks are from the property line except for Lots 1-25 which are in the Town of Biltmore Forest and the front setback is measured from the edge of the paved street
6. Maximum number of full stories excluding basements
7. Homeowners are permitted to selectively clear an additional 25% of their property for lawn and garden areas. These areas must be shown on submitted landscape plans and approved by the DRC.

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# Design Standards Matrix

DESIGN GUIDELINES

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## NC HealthyBuilt Home Programs

A healthy home for you and the environment



All homes at The Ramble should be built to the standards of the NC HealthyBuilt Homes program. HealthyBuilt Homes is a building program that serves as an outline for healthy, comfortable homes, which reduce energy costs and protect the environment. The NC HealthyBuilt Homes Program provides a points rating and certification system for homes meeting environmental standards. Certified NC HealthyBuilt Homes have lower utility costs, lower maintenance requirements, lower risk of mold growth, and performance testing by third party verification to ensure a quality home. NC HealthyBuilt homes is an Energy Star partner, and expands the program beyond energy efficiency. The Ramble Biltmore Forest provides assistance for participating in this program. Please consult The Ramble community website for the current assistance program.

NC HealthyBuilt Homes encompass all aspects of environmental design and construction including:

- **Site and Landscape:** a healthy and beautiful yard by using thoughtful plantings and tree protection
- **Water Efficiency:** lower water bills by using high efficiency irrigation and plumbing fixtures
- **Building Envelope:** lower utility bills by using high efficiency windows and insulation
- **Heating and Cooling Systems:** higher comfort level with efficient equipment and non-leaking duct work
- **Indoor Air Quality:** a healthy interior with non-toxic finishes and moisture control minimizing mold
- **Materials:** a low maintenance home using durable, and environmentally sensitive materials

Home Owner Benefits:

- **Lower Energy Bills:** through energy efficient lighting, heating and air conditioning, and appliances
- **Discount from Progress Energy:** receive a 5% discount on electric bills for the life of the building
- **Healthier and Comfortable Indoor Environment:** consistent temperatures and lower risk of mold growth
- **Performance Report:** third party verification quantifying the home's overall energy score, annual energy cost savings, and pollution prevention.
- **Reduced air pollution** through energy efficiency
- **Financial Incentives:** potential state and federal tax credits for renewable energy and energy efficiency

For more information or to register with the NC HealthyBuilt Homes program contact:



Matt Siegel  
 WNC Green Building Council  
 PO Box 17026  
 Asheville, NC 28816  
 828.252.5080  
 info@wncgbc.org

<http://www.wncgbc.org/healthybuilt>



Energy Star home that utilizes certified wood and salvaged materials



Green building in Western North Carolina



# Sustainable and Green Building Guidelines

DESIGN GUIDELINES

## Recommended Plant Palette

### CANOPY TREES:

Acer rubrum - Red Maple  
 Acer saccharum - Sugar Maple  
 Cladrastis kentukea (lutea) - American Yellowwood  
 Liriodendron tulipifera - Tulip Poplar  
 Liquidambar styraciflua 'rotundiloba' - Fruitless American Sweetgum  
 Nyssa sylvatica - Black Gum  
 Platanus acerifolia - London Plane Tree  
 Quercus alba - White Oak  
 Quercus phellos - Willow Oak  
 Quercus rubra - N. Red Oak  
 Tilia americana - American Linden

### UNDERSTORY TREES:

Aesculus flava - Yellow Buckeye  
 Amelanchier x grandiflora - Serviceberry  
 Cercis canadensis - Eastern Redbud  
 Chionanthus virginicus - White Fringetree  
 Cornus florida - Flowering Dogwood  
 Cornus kousa - Kousa Dogwood  
 Halesia carolina - Carolina Silverbell  
 Magnolia virginiana - Sweetbay Magnolia  
 Ostrya virginiana - American Hop Hornbeam  
 Sassafras albidum - Common Sassafras

Stewartia pseudocamillia - Japanese Stewartia  
 Styrag japonicus - Japanese Styrax

### EVERGREEN TREES

Ilex x 'Dr. kassab' - Dr. Kassab Holly  
 Ilex x attenuata 'Fosteri'® - Foster Holly  
 Ilex x 'Nellie R. Stevens' - Nellie Stevens Holly  
 Ilex opaca 'Greenleaf'™ - Greenleaf American Holly  
 Picea abies - Norway Spruce  
 Picea rubens - Red Spruce  
 Pinus strobus - Eastern White Pine  
 Tsuga canadensis - Canadian Hemlock†

### EVERGREEN SHRUBS

Abelia x grandiflora - Glossy Abelia  
 Buxus sempervirens - Common Boxwood  
 Ilex cornuta 'Burfordii Nana' - Dwarf Burford Holly  
 Ilex crenata 'Compacta' - Japanese Holly  
 Ilex glabra - Inkberry Holly  
 Kalmia latifolia - Mountain Laurel  
 Leucothoe fontanesiana - Doghobble  
 Pieris japonica - Japanese Pieris  
 Prunus laurocerasus - Cherrylaurel  
 Rhododendron catawbiense - Catawba Rhododendron  
 Rhododendron maximum - Rosebay Rhododendron

Taxus x media 'Densiformis' - Anglojap Yew  
 Taxus x media 'Hicksii' - Hicks Anglojap Yew  
 Viburnum x pragensis - Prague Viburnum

### DECIDUOUS SHRUBS

Aesculus parviflora - Bottlebrush Buckeye  
 Calicarpus americana - Beautyberry  
 Clethra alnifolia - Summersweet Clethra  
 Fothergilla gardenii - Dwarf Fothergilla  
 Hydrangea paniculata - Panicle Hydrangea  
 Hypericum prolificum - Shrubby St. Johnswort  
 Hydrangea quercifolia - Oakleaf Hydrangea  
 Itea virginica - Virginia Sweetspire  
 Lindera benzoin - Spice Bush  
 Rhododendron calendulaceum - Flame Azalea  
 Rhododendron vaseyi - Pinkshell Azalea  
 Spiraea x bumalda ' - Bumald Spiraea  
 Syringa meyeri - Meyer Lilac  
 Viburnum x juddii - Judd Viburnum  
 Viburnum plicatum 'Shasta' - Doublefile Viburnum  
 Viburnum x rhytidophylloides - Willowood Viburnum  
 Viburnum acerifolium - Mapleleaf Viburnum

### EVERGREEN GROUNDCOVERS

Galax Phylla - Galax  
 Hypericum 'Hidcote' - Hidcote St. John's-wort

Pachysandra terminalis - Japanese Pachysandra  
 Pachysandra procumbens - Allegheny Spurge

### DECIDUOUS GROUNDCOVERS

Deutzia gracilis 'Nikko' - Slender Deutzia  
 Hypericum calycinum - Aaronsbeard St. Johnswort  
 Tiarella cordifolia - Foamflower

### VINES

Bignonia capreolata - Crossvine  
 Campsis radicans - Trumpet Vine  
 Clematis x jackmanii - Clematis  
 Decumaria barbara - Climbing Hydrangea  
 Lonicera sempervirens - Trumpet Honeysuckle  
 Rosa x varieties - Climbing Rose

### FERNS

Adiantum pedatum - Northern Maidenhair Fern  
 Athyrium filix - Femina - Lady Fern  
 Athyrium niponicum - Japanese Painted Fern  
 Dryopteris marginalis - Leatherwood Fern  
 Osmunda cinnamomea - Cinnamon Fern  
 Polystichum acrostichoides - Christmas Fern  
 Thelypteris novboracensis - New York Fern



# Extended Plant List

DESIGN GUIDELINES

ORNAMENTAL GRASSES

Calamagrotis acutiflora stricta - Feather Reed Grass  
 Pennisetum alopecuroides - Fountain Grass

PERENNIALS

Achillea x 'Coronation Gold' - Yarrow Hybrid  
 Astilbe x arendsii 'Finale' - Finale Astilbe  
 Astilbe simplicifolia 'Sprite' - Sprite Astilbe  
 Baptisia australis - Blue Wild Indigo  
 Ceratostigama plumbaginoides - Plumbago  
 Chrysanthemum x superbum 'Alaska' - Shasta Daisy  
 Coreopsis grandiflora 'Sunray' - Tickseed  
 Coreopsis verticillata 'Moonbeam' - Threadleaf Coreopsis  
 Coreopsis verticillata 'Zagreb' - Threadleaf Coreopsis  
 Crocosmia x lucifer - Lucifer Crocosmia  
 Dianthus gratianopolitanus - Cheddar Pink  
 Echinacea purpurea 'Bright Star' - Purple Coneflower  
 Eupatorium purpureum - Joe-pye Weed  
 Gaillardia x grandiflora - Blanket flower  
 Galium odoratum - Sweet Woodruff  
 Geranium sanguineum - Bloody Cranesbill  
 Helleborus orientalis - Lenten Rose  
 Hemerocallis liliaceae - Daylily  
 Heuchera x brizoides - Coral Bells  
 Hosta sieboldiana - Siebold Hosta  
 Hosta 'Francee' - Francee Hosta  
 Iris cristata - Crested Iris  
 Iris sibirica 'Caesar's Brother' - Siberian Iris

Phlox maculata 'Omega' 'Alpha' - Wild Sweet William  
 Phlox paniculata - Garden Phlox  
 Phlox subulata - Moss Phlox  
 Polygonatum biflorum - Solomon's Seal  
 Polygonatum odoratum 'Variegatum' - Fragrant Solomon's Seal  
 Rudeckia fulgida 'Goldsturm' - Blackeyed Susan  
 Rudbeckia triloba - Three-lobed Coneflower  
 Salvia pratensis 'Indigo Spire's' - Meadow Sage  
 Sedum x 'Autumn Joy' - Autumn Joy Sedum  
 Solidago x Fireworks - Goldenrod  
 Stachys byzantia - Lamb's Ear  
 Trillium grandiflorum - Trillium  
 Verbena bonariensis - Verbena  
 Verbena canadensis - Speedwell Verbena

## Prohibited Plants

PROHIBITED PLANTS (considered invasive or incompatible with the local environment)

Acer platanoides - Norway Maple  
 Berberis thunbergii - Japanese Barberry  
 Celastrus orbiculatus - Oriental Bittersweet  
 Cotaderia selloana - Pampas Grass  
 Euonymus alatus - Burning Bush  
 Euonymus fortunei - Wintercreeper  
 Hedra helix - English Ivy  
 Lythrum salicaria - Purple Loosestrife  
 Ligustrum japonicum - Japanese Privet  
 Ligustrum vulgare - Common Privet  
 Miscanthus sinensis - Chinese Silver Grass  
 Nandina domestica - Heavenly Bamboo  
 Pyrus calleryana - Bradford Pear  
 Rosa multiflora - Multiflora Rosa  
 Veronica major/minor - Periwinkle  
 Wisteria floribunda - Japanese wisteria



## Extended Plant List

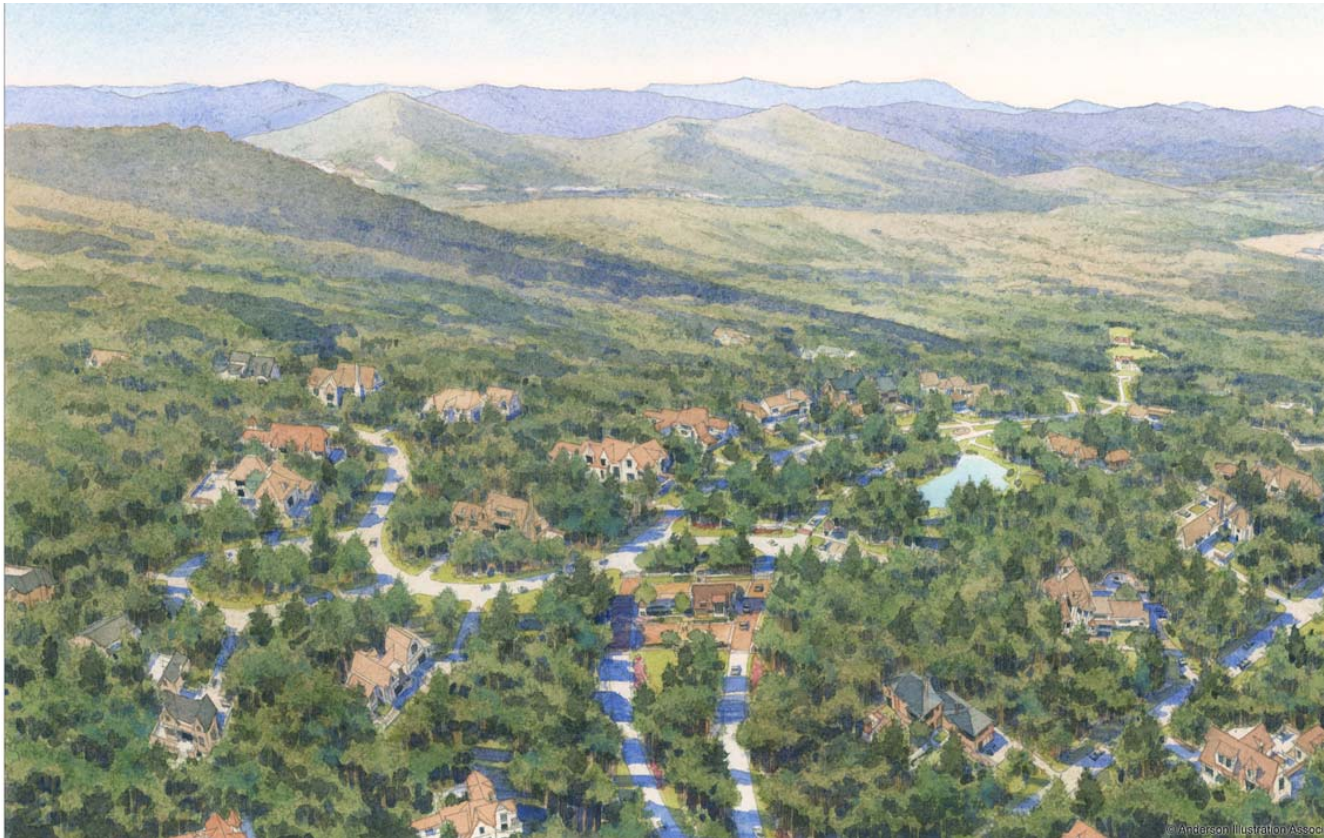
DESIGN GUIDELINES

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section

G

CONSTRUCTION GUIDELINES



## Introduction

Welcome to The Ramble Biltmore Forest. As a lot owner/builder, you have assumed responsibilities associated with the construction process. This document is provided as a supplement to the Design Guidelines in order to outline these responsibilities. You will want to keep it and refer to it throughout the construction period. It is intended to provide clarification on the entire process - from design review to move-in.

Our goals are:

- To maintain a sense of community harmony that conveys to existing and future residents the intended lifestyle of The Ramble Biltmore Forest.
- To provide a clean, safe environment in which to live, work and play.
- To preserve the beauty and natural setting of the wooded character of The Ramble Biltmore Forest property.

The information contained herein is provided to clearly communicate the expectations for construction within the community. After reviewing these documents, should you have any questions please feel free to call Community Associates representing Ramble Community Association at 828.274.7511.



# Introduction

CONSTRUCTION GUIDELINES

## Who is Responsible?

The owner of record for each lot is ultimately responsible for compliance with the Covenants, Conditions and Restrictions for The Ramble Biltmore Forest, Construction Regulations and Design Guidelines. Throughout this document, you will see the term "lot owner/builder". This term refers to the owner of the lot, which in some cases may also be the builder. The lot owner is accountable for the actions of their builder as well as any and all subcontractors or others providing service to your specific lot.

## Construction Deposit

The Association may elect to charge a refundable deposit. If a deposit is required, each builder shall pay the deposit prior to commencement of construction. In the event of violation of any of the following regulations or damage to infrastructure, associated costs or fines will be deducted from the deposit. Should the entire amount of the deposit be required to cover the cost of damages or fines, the lot owner/builder will immediately pay an additional deposit established by the Association.

After the final building inspection by the Design Review Committee, the deposit, if paid, will be refunded less any damages or fines which may have been incurred.

## Design Review

Prior to commencing construction, each builder/lot owner will be required to submit plans for review by The Ramble Biltmore Forest Design Review Committee (DRC). Plans should be submitted to the Community Associates office representing Ramble Community Association at 828.274.7511. The appropriate and fully completed application forms must be attached to the plans, along with the required review fee and deposit.

Upon approval by the Design Review Committee, construction can commence. Should construction begin prior to approval being granted, a fine shall be imposed upon the lot owner/builder.

Any changes or modifications desired during the construction process which modify the approved exterior design must be re-submitted for review prior to implementation. The Design Review Committee may conduct an inspection at any time to verify that all issues identified during the design review process have been adequately addressed and implemented during construction. In addition, a final building inspection will be conducted.



## Lot Clearing & Grading

Upon approval, a clearing and grading limit lines, submitted during the DRC process, must be respected when construction on-site begins; no additional vegetation outside this limit line may be cleared from the site.

Additional selective clearing will be considered for approval upon submittal of the final Landscape Plan. Appropriate reforestation and screen plantings for the site will also be determined at this time. Owners and builders are subject to fines for clearing beyond approved limits.

During construction, all trees scheduled to remain must be protected from damage. Builders shall avoid damaging the root systems of existing trees when excavating and installing underground utilities.

## Utility Easements

To avoid harm to yourself or your contractors and damage to underground utilities, you are required to request that the locations of existing utilities be marked by Dig Safety. This requirement relates to any construction, including foundations, landscaping, fences, etc.

Before you dig, call NC One-Call at 1-800-632-4949

**YOU WILL BE LIABLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES WHICH MAY OCCUR AS A RESULT OF A FAILURE TO FOLLOW THESE PROCEDURES.**

On most lots, equipment which must be located above ground such as electrical transformers, pull boxes as well as cable and telephone service pedestals will be located at the edge of the right-of-way or on the private lot for which the equipment is specifically related. Please refer to the Design Guidelines for more information regarding these utilities.

## Construction Debris & Trash Removal

Each builder will be required to maintain a dumpster at the front of the property (not in the right-of-way) on the lot under construction. This dumpster should be emptied periodically when construction materials reach the upper rim. All construction sites are to be cleaned daily to facilitate a pleasing appearance to homeowners, guests and prospective buyers and to eliminate any potentially hazardous conditions.

Lightweight materials, packaging, and other items shall be covered and weighted down to prevent their being blown off the construction site.

Excess excavation materials must be hauled away and disposed of legally. Appropriate measures shall be taken to preserve natural areas, surrounding properties and buried utilities from damage.

Should a construction site be deemed in an unacceptable condition on an on-going basis, the lot owner will be notified by the Association and required to clean the site. Failure to comply will result in the Association having the site cleaned and back-charging the lot owner at direct cost plus 10%.

Construction materials will be kept out of the street right-of-way at all times. Streets adjacent to said property shall be kept open for circulation at all times. This is for the protection of all parties and will allow emergency vehicles direct access to any part of the community.

Workers utilizing the common areas of the community for lunch or breaks shall remove all food wrappers, containers, cigarette butts, etc. from the site upon completion and deposit the debris in trash receptacles.

Dumpsters may be shared between two or more lots, if possible.

**NO DEBRIS OF ANY KIND MAY BE DUMPED ON ADJACENT LOTS, COMMON AREAS, OR UNDEVELOPED AREAS WITHIN THE RAMBLE BILTMORE FOREST COMMUNITY. A fine shall be imposed on anyone dumping debris of any kind, including landscaping debris, on any undeveloped parcels or other areas within The Ramble Biltmore Forest Community. This fine shall accrue to the property from which the debris originated and a lien may be filed on said property. The workman responsible for depositing such debris shall be prohibited from future work within The Ramble Biltmore Forest.**



## Wash-Down Area

The lot owner/builder is responsible for furnishing a wash-down area on each lot for purposes of disposing of paint and other solvents. This area shall consist of barrels, a lined pit, or other suitable disposal method. Concrete trucks are specifically prohibited from dumping any excess concrete anywhere on The Ramble Biltmore Forest site. Concrete which is accidentally spilled on the asphalt paving or in any common area must be removed by the builder immediately. Concrete can only be washed out on your lot and you are solely responsible for its removal from the site upon completion of your construction.

UNDER NO CIRCUMSTANCES SHALL ANY MATERIALS BE DEPOSITED INTO THE STORM DRAINS OR DIRECTLY ONTO SOIL. A fine shall be imposed on anyone depositing debris of any kind, including landscaping debris, into any storm drain within The Ramble Biltmore Forest community. This fine shall accrue to the property from which the debris originated and a lien may be filed on said property. The workman responsible for depositing such debris shall be prohibited from future work within The Ramble Biltmore Forest.

## Protection of Infrastructure & Landscaping

Within The Ramble Biltmore Forest community there are numerous forms of infrastructure including curbs, driveways and walks, streets and grassed verges, landscaping, street lights, sidewalks, irrigation systems, benches, trash receptacles, etc. The lot owner/builder is responsible for protecting the infrastructure adjacent to their property.

The lot owner/builder will be responsible for wrapping green or black construction netting or fencing around street trees and street lighting adjacent to your lot, as well as around all existing trees or other landscaping to be protected. All building materials are to be kept away from these trees and lights during construction so as to prevent damage.

All electrical, gas, sewer and other connections will be located at the corner of the lot and will be marked for connections. The lot owner/builder is responsible for staking around the connection area and wrapping this area with green or black netting. All netting will be maintained throughout the construction period.

During construction, all trees scheduled to remain must be protected from damage. Builders shall avoid damaging the root systems of existing trees when excavating and installing underground utilities.

Any damage to infrastructure should be reported immediately to the Community Associates office at 828.274.7511. Damage to any infrastructure item will be repaired by The Ramble Community Association and back-charged to the lot owner/builder at direct cost plus 10%.



## Use of Buildings Under Construction

No functions shall occur in any building under construction. Once a building is completed, any functions which are planned in an unoccupied building within the community must be cleared through the Community Associates office.

## Construction Times

No builder shall commence construction on a weekday prior to 7:00 a.m., nor continue construction beyond 7:00 p.m. Weekend construction hours shall be Saturday from 8:30 a.m. to 6:00 p.m. and Sunday 12:00 p.m. to 6:00 p.m.

## Construction Radios, Noises, & Dust

No construction radios shall be permitted. The Builder shall be responsible for controlling dust and noise from the construction site.

## Open Fires

Open fires are strictly prohibited on any project site. Should you desire to have a fire for purposes of providing a heat source for workers during the winter months, an appropriate container MUST be used. No burning of trash or debris shall be permitted at any time.

## Erosion Control & Lot Boundaries

Silt fencing shall be properly installed on all lots to prevent run-off of silt and debris onto adjacent properties, streets and common areas, and specifically to prevent run-off directly into preservation areas. Extra precautions may be necessary for lots with steep topography. Silt fencing will be properly trenched to 8" in depth and backfilled.

A temporary drive or area will be provided as a means of ingress or egress onto the lot for equipment, trucks, etc. This area shall consist of a 6" deep layer of 2" to 3" size course aggregate (e.g. railroad ballast) in order to prevent vehicles from dragging mud and debris into the streets. This area should be at least 10' wide x 20' deep.

The lot owner/builder is required to put up a solid black silt fence or screening (as appropriate) along the limits of the proposed construction area (Building Zone), defining the proposed construction site from the adjacent properties. This fence may have an opening at the location of the temporary drive. All construction activities, materials or debris are to be contained within the boundaries of your lot. Any damage to an adjacent property or residence shall be immediately repaired by the lot owner/builder at their sole expense. No material, refuse or debris of any type may be stored, dumped or otherwise placed on adjacent properties, within setback areas, right of ways, or preservation zones.

Silt fencing, screening and temporary drives MUST be maintained throughout the entire construction period. Any cleanup required due to a lack of properly installing and maintaining these items will be back-charged to the lot owner/builder at cost plus 10%.

Adjacent lots under construction simultaneously may share screening if agreed upon by both property owners.



## Sanitary Facilities

Each builder is responsible for their own Port-A-John. One (1) is required on every construction site. Portable toilets or similar temporary toilet facilities shall be located only within the building zone or in an area approved by the DRC.

## Parking & Construction Access

While it is understood that parking for workers may in some instances be limited, it is mandatory that vehicles not be parked in such a manner as to impede ingress or egress of emergency vehicles or residents to/from their homes, nor should parking block mailboxes or in any way prevent mail delivery. Fire hydrants may not be blocked. Parking shall only occur on paved streets or driveways. The Association reserves the right to tow any vehicle that violates any of the aforementioned restrictions.

Each Builder shall be responsible for its subcontractors and suppliers obeying all speed limits within The Ramble Biltmore Forest. Repeated violations will result in fines for the Builder. Access to the site will only be permitted through the cleared driveway opening for the individual lot. Construction vehicles and equipment must be parked within the building envelope or on paved streets. Parking or storage is NOT allowed in any Natural Area, Setback or Right of Way.

## Signage

In accordance with the Design Guidelines for The Ramble Biltmore Forest, the only signage allowed on a single lot or home is the standard, approved lot/builder sign. Lot/builder signs will initially be provided by the Developer. Once plans are approved for construction and the attached sign request form has been completed and submitted to the The Ramble Biltmore Forest Association office, the appropriate signage will be installed.

## Mailboxes

All mailboxes and mailbox locations within The Ramble Biltmore Forest community will be consistent with the specifications provided by the DRC. A request for mailbox should be made to The Ramble Biltmore Forest Association office a minimum of 3 weeks prior to completion of construction (or anticipated move-in date).

## Conduct

Workers are expected to conduct themselves in a professional manner at all times. Clothing shall not display offensive, vulgar language or gestures.



## General Practices

All Owners shall be ultimately responsible for the conduct and behavior of their builders, contractors, subcontractors and guests while on the premises of The Ramble Biltmore Forest. These regulations should be posted at the construction site at all times.

### The following practices are prohibited:

- Clearing of native, existing vegetation on lots where the vegetation is designated to remain or left undisturbed.
- Disposing of concrete or plaster washout except in the designated wash-out area.
- Removing any plant material, topsoil or similar items from any property of others within The Ramble, including other construction sites.
- Carrying any type of firearms within The Ramble.
- Using disposal methods or equipment other than those approved by the DRC.
- Careless disposal of cigarettes and other flammable material; at least one 5 kilogram quality rated dry chemical fire extinguisher shall be present and available, in a conspicuous place, on the construction site at all times.
- Careless treatment or removal of protected plant materials or plants not previously approved for removal by the DRC.
- Use of, or transit, over common areas in The Ramble.
- Bringing of pets, particularly dogs, by the construction personnel into The Ramble. If this occurs, the DRC has the right to contact authorities to impound the pet or refuse to permit the builder or subcontractor involved to continue work on the project.
- Playing of radios and other audio equipment on construction sites in The Ramble Biltmore Forest.



## Prohibited Practices

CONSTRUCTION GUIDELINES

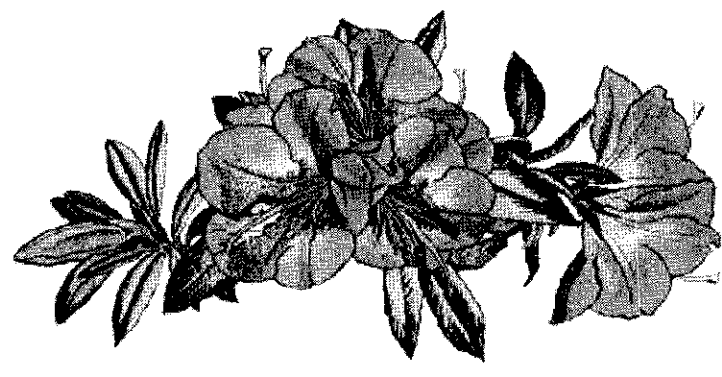
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Fee Amt: \$365.00 Page 1 of 118  
Workflow# 1835707  
Buncombe County, NC  
Otto W. DeBruhl Register of Deeds  
BK **3836** PG **533-650**

**COMMUNITY CHARTER**  
**FOR**  
**RAMBLE**



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# COMMUNITY CHARTER FOR RAMBLE

## PREAMBLE

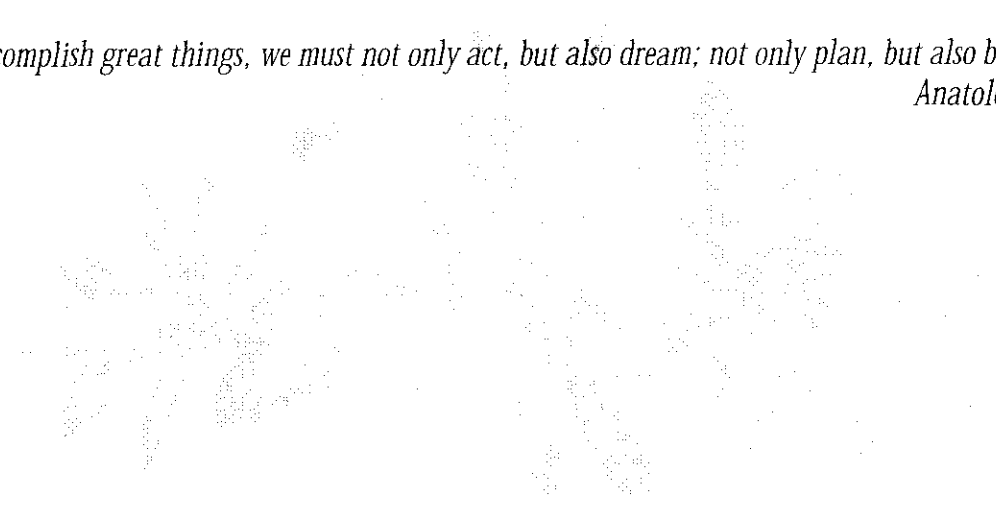
This Community Charter ("**Charter**") establishes a governance structure and a flexible system of standards and procedures for the development, expansion, administration, maintenance, and preservation of Ramble as a master planned community. An integral part of the development plan is the formation of Ramble Community Association, Inc., a nonprofit corporation ("**Association**"), to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Charter and the other Governing Documents referenced in this Charter.

## DECLARATION OF COVENANT

Ramble Biltmore Forest, LLC, a North Carolina limited liability company, its successors and assigns (the "**Founder**"), and the owners of the property described in Exhibit "A" if other than Founder, by executing and recording this Charter, declare that such property and any additional property made subject to this Charter in the future by amendment or supplement, shall constitute the community referred to in this Charter as the "**Community**" or "**Ramble**." This Charter shall run with the title to such property, shall govern the development and use of such property, and shall be binding upon the Founder and the future owners of any portion of the property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property. This Charter shall also be binding upon the Association and its successors and assigns.

**PART ONE: INTRODUCTION TO THE COMMUNITY**

*To accomplish great things, we must not only act, but also dream; not only plan, but also believe.*  
Anatole France



# Chapter 1

## Governing Documents

*A community is guided and governed by certain principles that each owner and resident, by choosing to own property or reside in the community, agree to uphold. Those principles are set forth in the community's governing documents, which serve as a tie that binds the community together, give it structure, and provide guidance to all who participate in its growth and evolution.*

### 1.1. Scope and Applicability

The Community has been established and is administered pursuant to various documents that

have a legal and binding effect on all owners and occupants of property in the Community, as well as on anyone else that may now or in the future have an interest in any portion of the property comprising the Community. Such documents, referred to in this Charter as the "**Governing Documents**," include this Charter and the other documents described in Table 1.1, as they may be amended. All owners and occupants, as well as their tenants, guests, and invitees, are required to comply with the Governing Documents.

<b>GOVERNING DOCUMENTS</b>	
<b>Charter:</b> (recorded)	this Community Charter for Ramble, which creates obligations that are binding upon the Association and all present and future owners of property within Ramble
<b>Supplement:</b> (recorded)	a recorded Supplement to this Charter, which may submit additional property to this Charter, create easements over the property described in the Supplement, impose additional obligations or restrictions on such property, designate special areas as described in Chapter 3, or any of the foregoing
<b>Articles of Incorporation:</b> (filed with North Carolina Secretary of State)	the Articles of Incorporation of Ramble Community Association, Inc., as they may be amended, which establish the Association as a nonprofit corporation under North Carolina law
<b>By-Laws:</b> (attached as Exhibit "D")	the By-Laws of Ramble Community Association, Inc. adopted by its Board of Directors, as they may be amended, which govern the Association's internal affairs, such as voting, elections, meetings, etc. A copy of the By-Laws is attached as Exhibit "D"
<b>Design Guidelines:</b> (Founder adopts)	the design standards and architectural and aesthetics guidelines adopted pursuant to Chapter 5, as they may be amended, which govern new construction and modifications to Units, including structures, landscaping, and other items on Units
<b>Rules:</b> (initial set attached as Exhibit "C")	the rules of the Association adopted pursuant to Chapter 7, which regulate use of property, activities, and conduct within Ramble
<b>Board Resolutions:</b> (Board adopts)	the resolutions which the Board adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of property which the Association owns or controls

Table 1.1 - Governing Documents

## Governing Documents

### 1.2. Additional Covenants

The owner of any property within the Community may impose additional covenants on its property with such approval as may be required pursuant to Article 17. If the provisions of any such additional covenants are more restrictive than the provisions of this Charter, the more restrictive provisions control. The Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

### 1.3. Conflicts

If there are conflicts between any of the Governing Documents and North Carolina law, North Carolina law shall control. If there are conflicts between or among any of the Governing Documents, then the Charter, the Articles, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Community (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents shall control.

The Governing Documents use diagrams, tables, and keynotes (text set apart in boxes with "key" icons) to illustrate concepts and assist the reader. If there is a conflict between any diagram and the text of the Governing Documents, the text shall control.

Space has been set aside throughout this Charter to allow the reader to make notes. Any such notes are not part of this Charter and have no legal or binding effect.

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

### 1.4. Definitions

Capitalized terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms may be found at the end of this Charter. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

### 1.5. Interpretation of Certain References

**Consent or Approval.** All references in the Governing Documents to "**consent**" or "**approval**" shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

**Discretion and Determination.** All references in the Governing Documents to "**discretion**" or to the right to "**determine**" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, any one authorized in the Governing Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

**Person.** References in the Governing Documents to a "**Person**" or "**Persons**" shall refer to an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

**Recording.** All references in the Governing Documents to a "**recorded**" legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed or the filing of a legal instrument in the official records of Buncombe County, or such other place designated as the official location for filing documents affecting title to real estate in Bun-

## Governing Documents

combe County in order to make them a matter of public record.

**Community-Wide Standard.** Where the Governing Documents require compliance with the "**Community-Wide Standard**," the standard to be applied is the highest of: (a) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in the Community, or (b) the minimum standards described in this Charter, the Design Guidelines, the Rules, and Board resolutions. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board or the Reviewer (as defined in Chapter 5) discretion. The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as Ramble matures.

**Maintenance.** All references in this Charter to "**maintenance**" shall refer to maintenance, repair, and replacement.

*That is the best government which desires to make the people happy, and knows how to make them happy. Thomas McCauley*

## NOTES

## Chapter 2 Community Administration

*Vibrant communities depend upon all of their stakeholders working together to uphold community standards and achieve the vision and goals for the community. The Founder, the Association, the owners, the builders, and others have a role in the functioning of the community and in helping to fulfill that vision. This chapter identifies these stakeholders and describes their roles in administering the Community.*

### 2.1. The Founder

The Founder has established the vision for the Community and, through the Governing Documents, has set forth the founding principles that will guide the Community during the initial period of development and sale and thereafter. The Founder's proposed plan for development of the Community is described in the land use plan(s) for Ramble approved by the appropriate governmental agencies, as it may be supplemented and amended, which encompasses all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B" (the "**Master Plan**"). However, the Founder is not obligated to submit property shown on the Master Plan to this Charter. In addition, the Founder may submit property to this Charter that is not shown on the Master Plan.

The Founder has reserved various rights in the Governing Documents with respect to development and administration of the Community. The Founder may exercise certain of these rights throughout the "**Development and Sale Period**," which is the period of time during which the Founder or any "Founder Affiliate" owns real property in the Community or has an unexpired option to expand the Community pursuant to Chapter 16. A "**Founder Affiliate**" is any Person that controls, is controlled by, or is under common control with the Founder, and any Person that is an owner, a

member, a partner, or a shareholder of the Founder.

The Founder has reserved other rights that may be exercised only during the "**Founder Control Period**," which is the period of time that the Founder is entitled to appoint a majority of the members of the Association's board of directors ("**Board**"). The Founder Control Period begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

- (a) when 90% of the total number of Units permitted for the property described in the Master Plan have certificates of occupancy issued thereon and have been conveyed to Persons other than builders holding title for purposes of construction and resale;
- (b) December 31, 2034; or
- (c) when, in its discretion, the Founder so determines and declares in a recorded instrument.

The Founder has certain approval rights for a limited period as provided in the By-Laws after the termination of the Founder Control Period.

The Founder may assign its status and rights as the Founder under the Governing Documents to any person who takes title to any portion of the property described in Exhibit "A" or "B" for the purpose of development and/or sale. Such assignment shall be made only in a recorded instrument signed by both parties.

### 2.2. The Association

The Founder has established the Association as the primary entity responsible for administering Ramble in accordance with the Governing Documents. On most matters, the Association

## Community Administration

acts through the Board. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of the Association's members. Unless the Governing Documents or North Carolina law specifically provide otherwise, the Board may exercise the Association's rights and powers without a vote of the membership.

### 2.3. The Board

The Association may exercise all rights and powers which the Governing Documents and North Carolina law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, as defined in Section 3.1, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances) and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards set forth in the By-Laws.

### 2.4. The Owners

Each Person that holds record title to a Unit, as defined in Section 3.1, is referred to in the Governing Documents as an "Owner." However, a Person who holds title merely as security for the performance of an obligation (such as

a lender holding a mortgage or similar security instrument) is not considered an "Owner." If a Unit is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Unit has more than one Owner, all Co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

Every Owner has a responsibility to comply with the Governing Documents and uphold the community standards described in Part Two of this Charter. Each Owner also has an opportunity to participate in the administration of the Community through membership in the Association and through service to the Community in various committee and leadership roles, as described in Chapters 3 and 4 and in the By-Laws.

### 2.5. Builders

Much of the responsibility and credit for helping to create Ramble rests with the "Builders" -- those Persons designated as such by Founder who meet all state and federal license requirements who have purchase one or more unimproved lots or parcels of land within Ramble for further subdivision or development and resale in the ordinary course of their business. The Builders have the same privileges and responsibilities as Owners during the time that they own Units for construction and resale, including the privileges of membership in the Association. In addition, the Founder may extend any of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Community to such Builders as it may designate.

### 2.6. Neighborhood Associations

Portions of the Community may be developed under a condominium form of ownership or may have special requirements that lead the Builder to establish a separate condominium or

## Community Administration

homeowners association to administer additional covenants applicable to that particular area ("**Neighborhood Association**"). However, nothing in this Charter requires the creation of a Neighborhood Association, and the jurisdiction of any Neighborhood Association shall be subordinate to that of the Association.

Any Neighborhood Association shall be responsible for administering the additional covenants applicable to the property within its jurisdiction and for maintaining, in accordance with the Community-Wide Standard, any property which owns or which its covenants designate as being for the common benefit of its members.

### 2.7. Mortgagees

If a Unit is made subject to a deed of trust, mortgage or other form of security instrument affecting title to a Unit ("**Mortgage**"), then the holder or beneficiary of that Mortgage ("**Mortgagee**") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Chapter 15.

### 2.8. Foundation

Any entity which Founder identifies organized under the North Carolina Nonprofit Corporation Act and Section 501(C)(3) of the Internal Revenue Code exclusively for, or which establishes a fund exclusively for, the benefit of Ramble residents and the residents within the southern portion of Buncombe County including portions of the City of Asheville, the Town of Biltmore Forest, Skyland, and Arden, North Carolina ("**Foundation**"). Founder may change the Foundation at any time, in its sole and absolute discretion, without amending this Charter. Initially, the Foundation shall be the Ramble Community Foundation, Inc. The Foundation may provide or provide for any programs, activities, or services permitted to be carried on by tax exempt organizations under Section 501(c)(3) of the Internal Revenue Code. Examples of Foun-

ples of Foundation programs are developing, supporting, and promoting the following: education programs; environmental and conservation programs; community service; accessible housing programs; volunteerism for charitable programs; the arts and youth programs; and cultural appreciation programs.

*To worship choice and community together is to misunderstand what community is all about. Alan Ehrenhalt*

## NOTES

## Chapter 3 Community Structure and Organization

*The Community consists of parcels of property, referred to as Units, which are intended for the exclusive use of the Owner and other occupants of such parcel, as well as property that is intended for common use. Units are assigned to Service Areas to permit the Association to provide special services and benefits to, particular areas of the Community.*

### 3.1. Designations of Properties Comprising the Community

**Units.** The Governing Documents refer to the homes and home sites in Ramble as "Units." A Unit is a portion of Ramble depicted as a separately identified lot or parcel on a recorded subdivision plat, survey, or condominium instrument, which may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as a residence for a single family. The term "Unit" refers to the land, if any, which is part of the Unit, as well as to any structures or other improvements on the Unit. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit. A parcel of land is considered a single Unit until a subdivision plat, survey, or condominium instrument is recorded subdividing it into more than one Unit. The term does not include Common Areas, common property of any Neighborhood Association, or property dedicated to the public.

**Common Area.** Any property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Unit is referred to as "Common Area." The Common Area also includes any property that the Association holds under a lease and any easements in favor of the Association.

**Limited Common Area.** Certain portions of the Common Area may be designated as "Limited Common Area" and assigned for the exclusive use or primary benefit of one or more Units in specified portions of the Community. Limited Common Areas might include such things as entry features, recreational facilities, lakes, and landscaped medians and cul-de-sacs, among other things.

The Founder may designate property as Limited Common Area and assign it to particular Units on the recorded plat depicting such property, in the deed conveying such property to the Association, or in the Supplement by which the property is submitted to the terms of this Charter. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Units.

**Area of Common Responsibility.** All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "Area of Common Responsibility," regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include Units or portions of Units and property dedicated to the public, such as public rights-of-way. The initial Area of Common Responsibility is described in Chapter 9.

### 3.2. Service Areas

Units may also be part of one or more "Service Areas" in which the Units share Limited Common Areas or receive special benefits or services from the Association that it does not provide to all Units within the Community. A

## Community Structure and Organization

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Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one housing type and may include Units that are not contiguous.

The Founder may initially designate Service Areas (by name or other identifying designation) and assign Units to a particular Service Area either in Exhibit "A" or in a Supplement. During the Development and Sale Period, the Founder may unilaterally amend this Charter or any Supplement to change Service Area boundaries.

In addition, the Board may, by resolution, designate Service Areas and assign Units to them upon petition of Owners of at least 67% of the Units affected by the proposed designation pursuant to Section 10.2.

The Owners of Units within each Service Area may elect a "**Service Area Committee**" in accordance with the By-Laws to represent and act on behalf of the Owners with respect to the services and benefits that the Association provides to the Service Area. References to Service Areas in the Governing Documents shall also refer to such Service Area Committees, if appropriate from the context.

### NOTES

## Chapter 4

### Association Membership and Voting Rights

*The Association is an entity through which each Owner can participate in the governance and administration of Ramble. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in the Owners allow the Owners to participate in administration of the Community and influence the outcome of major decisions.*

#### 4.1. Membership

The Association initially has two classes of membership: the Owner membership, which is comprised of all Owners, including Builders, and the Founder membership, which consists solely of the Founder.

**(a) Owner Membership.** Every Owner is automatically a member of the Association. However, there shall be only one membership per Unit. Thus, if a Unit has more than one Owner, all co-Owners of the Unit shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a writing to the Association's Secretary, except that only the individuals residing in the Unit shall be entitled to use any Common Area recreational facilities available for use by Owners.

**(b) Founder Membership.** The Founder holds the sole Founder membership. The Founder membership shall terminate when 100% of the total number of Units permitted for the property described in the Master Plan have certificates of occupancy issued thereon and have been conveyed to Persons other than builders

holding title for purposes of construction and resale or on such earlier date as the Founder determines and declares in a recorded instrument.

#### 4.2. Voting

Each Unit is assigned one equal vote, subject to the limitations on voting set forth in this Charter and the other Governing Documents. No vote shall be exercised for any property exempt from assessment under Section 12.8. Further, during such time as there is a Founder membership, no vote shall be exercised for Units that the Founder owns; rather, the Founder's consent shall be required for various actions of the Board, the membership, and committees, as specifically provided elsewhere in the Governing Documents.

If there is more than one Owner of a Unit, the vote shall be exercised as the co-Owners determine among themselves and advise the Association's Secretary in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

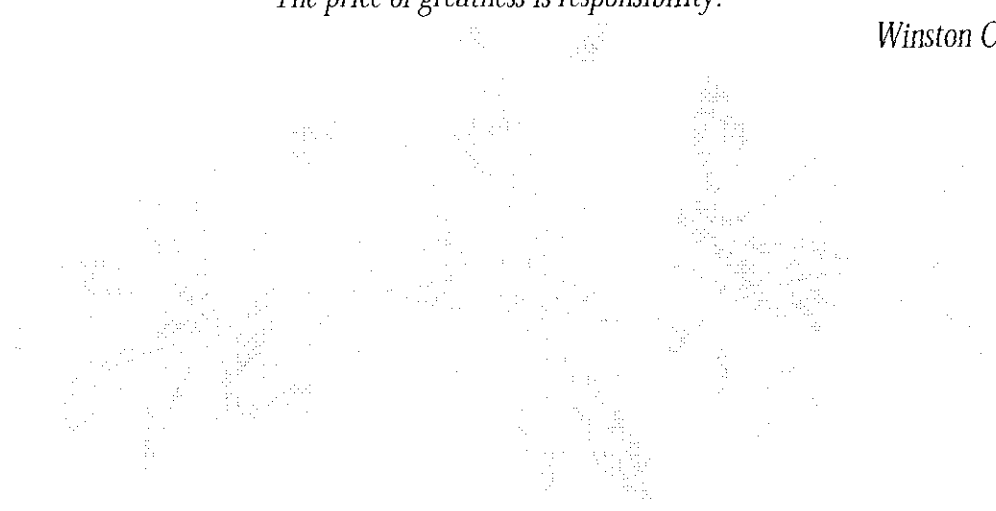
*If you don't like something, change it. If you can't change it, change your attitude. Don't complain. Maya Angelou*

#### NOTES

**PART TWO: COMMUNITY STANDARDS**

*The price of greatness is responsibility.*

*Winston Churchill*



## Chapter 5 Architecture, Landscaping and Aesthetic Standards

*The Community derives its unique character from a mix of compatible architectural styles and from the cooperation of all Builders and Owners in upholding minimum design, landscaping, and aesthetic standards. This chapter explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on Units.*

### 5.1. General

All site work, landscaping, structures, improvements, and other items placed on a Unit in a manner or location visible from outside of any existing structures on the Unit ("**Improvements**") are subject to standards for design, landscaping, and aesthetics adopted pursuant to this chapter ("**Design Guidelines**") and the approval procedures set forth in this chapter, except as this chapter or the Design Guidelines may otherwise specify.

To preserve the natural environment and to protect the natural landscape and resources within Ramble, all Improvements to a Unit shall be confined to the allowable building area of the Unit ("**Building Envelope**"). The Building Envelope for each Unit shall be determined by the Founder in its sole and absolute discretion.

No Improvements shall be made to a Unit, and the Reviewer, as defined below, shall not review an application under Section 5.3(b) until Founder determines the Building Envelope. Only the Founder, in its sole and absolute discretion, may modify the Building Envelope. Except with the prior written approval of the Reviewer, all areas of a Unit outside the Building Envelope shall remain undisturbed and shall remain in their natural state unless selective clearing or other changes to the natural landscape are mandated by any governmental agency.

No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme for such structure or to rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures. Generally, no approval is required for work done to the interior of a structure; however, modifications to the interior of screened porches, patios, and any other portions of a structure visible from outside of the structure do require prior approval.

Any dwelling constructed on a Unit shall be designed by and built in accordance with the plans and specifications of a licensed architect previously approved by Founder unless the Founder or its designee in its sole discretion otherwise permits.

Approval under this chapter is not a substitute for any approvals or reviews required by Buncombe County or any municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

This chapter shall not apply to the Founder's design and construction activities or to the Association's activities during the Founder Control Period.

### 5.2. Design Review Authority

(a) **Founder.** The Founder shall have exclusive authority to review and act upon all applications for review of proposed Improvements until the later of (i) the expiration of the Development and Sale Period, or (ii) such time as all Units planned for the property described in Exhibits "A" and "B" have been improved with dwellings for which a certificate of occupancy has been issued. The Founder may designate one or more persons to act on its behalf in reviewing any application. In reviewing and act-

## Architecture, Landscaping and Aesthetic Standards

ing upon any request for approval, the Founder and its designee act solely in the Founder's interest and owe no duty to any other Person.

From time to time, the Founder may delegate any or all of its rights under this chapter to other Persons or committee, including the committee appointed pursuant to Section 5.2(b). Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) the Founder's right to revoke such delegation at any time and re-assume its prior control, and (ii) the Founder's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable. So long as the Founder has any rights under this chapter, the jurisdiction of others shall be limited to such matters as the Founder specifically delegates.

**(b) Design Review Committee.** Upon the Founder's delegation of authority pursuant to Section 5.2(a), or upon expiration or termination of the Founder's rights under this chapter, the Board shall appoint a Design Review Committee ("**Design Review Committee**" or "**DRC**") to assume jurisdiction over matters within the scope of the delegated authority or this chapter, respectively. The DRC shall consist of at least three, but not more than seven, persons, who shall serve and may be removed and replaced in the Board's discretion. DRC members need not be Owners or representatives of Owners. The DRC may, but need not, include architects, engineers, or similar professionals. The Association may compensate DRC members in such manner and amount, if any, as the Board may determine appropriate.

Until expiration of the Founder's rights under this chapter, the DRC shall notify the Founder in writing within three business days of any action (i.e., approval, partial approval, or disapproval) it takes under this chapter. A copy of the application and any additional information the Founder may require shall accompany the notice. The Founder shall have 10 business days after receipt of such notice to veto any such ac-

tion, in its discretion, by written notice to the DRC.

Unless and until such time as the Founder delegates all or a portion of its reserved rights to the DRC or the Founder's rights under this chapter terminate, the Association shall have no jurisdiction over architectural matters.

**(c) Reviewer.** For purposes of this chapter, the entity having jurisdiction in a particular case shall be referred to as the "**Reviewer**."

**(d) Fees; Assistance.** The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application. The Board may include the compensation of such persons in the Association's annual operating budget.

### 5.3. Guidelines and Procedures

**(a) Design Guidelines.** The Founder may prepare the initial Design Guidelines, which may contain general provisions applicable to all of Ramble as well as specific provisions that vary among uses or locations within the Community. The Design Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee approval.

The Founder shall have sole and full authority to amend the Design Guidelines for so long as it has review authority under Section 5.2(a). The Founder's right to amend the Design Guidelines shall continue even if it delegates reviewing authority to the DRC, unless the Founder also delegates the power to amend to the DRC. Upon termination or delegation of the Founder's right to amend, the DRC may amend the Design Guidelines with the Board's consent.

## Architecture, Landscaping and Aesthetic Standards

Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may eliminate requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Reviewer shall make the Design Guidelines available to Owners, their representatives, and their contractors upon request. In the Founder's discretion, such Design Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

**(b) Procedures.** Unless the Design Guidelines provide otherwise, no activities within the scope of this Chapter (as described in Section 5.1) may begin on any portion of Ramble until a written application is submitted to and approved by the Reviewer. The application must be accompanied by plans and such other information as the Reviewer or the Design Guidelines require.

In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to the

procedures in Chapter 18 or judicial review so long as they are made in good faith and in accordance with required procedures.

The Reviewer shall make a determination on each application after receipt of a completed application with all required information. The Reviewer may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission. The Reviewer may (i) approve the application with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.

The Reviewer shall notify the applicant in writing of the final determination on any application no later than 30 business days after its receipt of a completed application and all required submissions; however, with respect to any DRC determination subject to the Founder's veto right under Section 5.2(b), the Reviewer shall notify the applicant of the final determination within 40 business days after its receipt of the final determination and all required submissions. Notice shall be deemed given at the time the envelope containing the response is deposited in the U.S. mail. Hand delivery, facsimile, electronic mail, or similar delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant.

If the Reviewer fails to respond in a timely manner, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines unless a written variance has been granted pursuant to Section 5.5.

As part of any approval, the Reviewer may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall

## Architecture, Landscaping and Aesthetic Standards

be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer, in its discretion, grants an extension in writing.

The Reviewer may exempt certain activities from the application and approval requirements of this chapter, if such activities are undertaken in compliance with the Design Guidelines and the Community-Wide Standard.


**(c) Appeals Process.** After the Board's appointment of the DRC, an applicant may appeal any disapproval of its application to the Board. To request an appeal, the applicant must submit to the Association's Secretary, no later than 15 days after the delivery of the notification of disapproval, a copy of the original application, the notification of disapproval, and a letter requesting review of the decision. The appeal request shall also contain a response to any specific concerns or reasons for disapproval listed in the notification of disapproval. The Board may (i) affirm the DRC's decision, (ii) affirm a portion and overturn a portion of the DRC's decision, or (iii) overturn the DRC's entire decision. The Board shall notify the applicant and the DRC in writing of its decision no later than 30 days after its receipt of the request for appeal with all required information. The Board's decision shall include a description of its reasons for overturning the DRC's decision. During the appeal process the Owner shall not commence any work requiring approval hereunder.

### 5.4. No Waiver of Future Approvals

The people reviewing applications under this chapter will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the Reviewer may elect not to require changes to objectionable features. However, the Reviewer may refuse to approve similar proposals in the

future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

### 5.5. Variances

 When unusual circumstances exist that make it difficult or impossible to comply with a particular requirement of the Design Guidelines, the Owner may file a request with the Reviewer to be excused from complying with such requirement. The Reviewer has the discretion to determine when a variance is appropriate.

The Reviewer may authorize variances from compliance with any of the Design Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules. No variance shall (a) be effective unless in writing; (b) be contrary to this Charter; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires the Founder's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent.

### 5.6. Limitation of Liability

This chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of Ramble; they do not create any duty to any Person. Review and approval of any application pursuant to this chapter may be based purely on aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners.

## Architecture, Landscaping and Aesthetic Standards

The Founder, the Association, its officers, the Board, any committee, and member of any of the foregoing shall not be liable for (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not the Founder has approved or featured such contractor as a Builder; or (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Unit. In all matters, the Association shall defend and indemnify the Founder, the Board, the DRC, and the members of each, as provided in the By-Laws.

### 5.7. Certificate of Compliance

Any Owner may request in writing that the Reviewer issue a certificate of compliance certifying that there are no known violations of this chapter or the Design Guidelines. The Association shall either grant or deny such written request within 30 days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Association from taking enforcement action against an Owner for any condition known to the Association on the date of such certificate.

*We shape our buildings and our buildings shape us. Winston Churchill*

### NOTES

## **Chapter 6**

### **Maintenance, Repair and Replacement**

*One of the benefits of owning property in a planned community is the commitment among neighbors to maintain their property in a neat, attractive, and well-landscaped condition to enhance the overall beauty and aesthetic appeal of the community. This chapter describes the Owners' responsibilities for maintenance and repair of their Units and for insuring their Units against property damage so that funds will be available for repair and restoration if needed.*

#### **6.1. Maintenance of Units**

Each Owner shall maintain his or her Unit, including all structures, landscaping, and other improvements comprising the Unit, in a manner consistent with the Governing Documents and the Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association pursuant to this Charter, any Supplement, or by law.

#### **6.2. Maintenance of Neighborhood Association Property**

A Neighborhood Association shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.

The Association may assume maintenance responsibility for property in any Neighborhood Association, either upon designation of the Neighborhood Association as a Service Area pursuant to Section 3.4 or upon the Board's determination, pursuant to Chapter 8, that the level and quality of maintenance then being provided is not consistent with the Community-Wide Standard. The Association need not treat all similarly situated Neighborhood Associations the same.

#### **6.3. Responsibility for Repair and Replacement**

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless either a Neighborhood Association (if any) or the Association carries such insurance (which they may but are not obligated to do). If the Association assumes responsibility for insuring a Unit, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner.

Within 90 days after any damage to or destruction of a structure on a Unit, the Owner shall promptly repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to Chapter 5 unless the Board, in its discretion, agrees to extend such period. Alternatively, the Owner shall clear the Unit of debris and maintain it in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs that insurance proceeds do not cover.

Additional recorded covenants applicable to any Neighborhood Association or Service Area may establish additional insurance requirements and more stringent standards for rebuilding or reconstructing structures on Units and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

## Maintenance, Repair and Replacement

This Section shall apply to a Neighborhood Association with respect to common property within the Neighborhood Association in the same manner as if the Neighborhood Association was an Owner and the common property was a Unit.

*Any activity becomes creative when the doer cares about doing it right, or doing it better.*  
*John Updike*

### NOTES

#### 6.4. Maintenance and Repair of Party Walls and Similar Structures

Each wall, fence, driveway, or similar structure built as part of the original construction on the Units that serves and/or separates any two adjoining Units shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who use the party structure.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this Section, shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure. Any dispute concerning a party structure shall be subject to the provisions of Chapter 18.

## Chapter 7

### Use and Conduct

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*In order to maintain a residential environment that encourages respect for and courtesy among neighbors and minimizes the potential for disputes, this chapter sets forth basic standards regarding use, occupancy, and transfer of interests in Units. In addition, it provides a procedure by which the Board and the membership can adopt and change rules regulating use, conduct, and activities within the Community to address particular needs and desires of the Community over time.*

#### 7.1. Use, Occupancy, and Transfer of Interests in Units

**(a) Residential and Related Uses.** Units may be used only for residential and related purposes, except as the Founder may otherwise authorize with respect to construction, marketing, and sale activities of the Founder and Builders it designates. A business activity shall be considered "related" to a residential use and thus permitted under this Section only if conducted by a person or persons residing in the Unit and only if the business activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with Ramble's residential character and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board determines in its discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing a Unit for residential purposes shall not be considered a "business" within the meaning of this subsection, provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one Unit at any time. This provision shall not preclude an institutional lender from leasing a Unit upon taking title following foreclosure of its security interest in the Unit or upon acceptance of a deed in lieu of foreclosure.

**(b) Leasing.** For purposes of this Charter, the terms "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit. Any dwelling that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased.

**All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.**

**Use and Conduct**

Within 10 days of a lease being signed, the Owner of the leased Unit shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to, but consistent with this subsection, the Association or the Board may adopt Rules governing leasing and subleasing.

**(c) Transfer of Title.** Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title. **Any transfer of title shall be subject to any and all provisions and restrictions set forth in the title to the Unit, including, but not limited to, any right of first refusal and/or right of repurchase set forth therein.**


**(d) Minimum Unit Size.** No Unit used for a detached single family residence shall be smaller than twenty-five (25) feet by fifty (50) feet. This provision shall not be altered or amended in any way that reduces the minimum lot size set forth herein.

**(e) Subdivision and Combination of Units.** No Person other than the Founder and Builders whom the Founder may authorize shall subdivide or change the boundary lines of any Unit or combine Units without the Board's prior written approval. Any subdivision or change in Unit boundary lines shall comply with paragraph (d) above. Any such action that the Board approves shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Unit(s). In the absence of such recorded in-

strument, adjacent Units owned by the same Owner shall continue to be treated as separate Units for purposes of voting and assessment, even though such Units may be improved with a single dwelling.

**(e) Timesharing.** No Unit shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such program is established by the Founder or with the Founder's prior written approval.

**7.2. Rulemaking Authority and Procedures**

 Since it is impossible to foresee all potential situations and problems that may arise within the community, the Board and the Owners have the authority to adopt and modify rules as needed to address these changing circumstances.

The Governing Documents establish a framework of covenants and conditions that govern the Community. The initial Rules attached as Exhibit "C" are a part of that framework. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board and the Owners are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 7.4.

**(a) Board Authority.** Subject to the notice requirements in subsection (d) and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting.

**(b) Membership Authority.** Subject to the notice requirements in subsection (d), the Own-

## Use and Conduct

Owners representing a majority of the votes in the Association may also adopt new Rules and modify or rescind existing Rules at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. However, as long as the Founder membership exists, any such action shall also be subject to the Founder's approval.

**(c) Service Area Authority.** Subject to the notice requirements in subsection (d), the Owners representing a majority of the Units within any Service Area may adopt new rules and modify existing rules applicable only to Units in that Service Area at any meeting of Owners in the Service Area duly called for such purpose on not less than 10 days written notice to each Owner of a Unit in the Service Area. However, as long as the Founder membership exists, any such action shall be subject to the Founder's approval.

**(d) Notice.** The Board shall send notice to all Owners concerning any proposed Rule change at least five business days prior to the meeting of the Board or Owners at which such action is to be considered. At any such meeting, Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Areas, such as hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, notwithstanding that such policies may be published as part of the Rules.

**(e) Effective Date.** A Rules change adopted under this Section shall take effect 30 days after the date on which written notice of the Rules change is given to the Owners.

**(f) Conflicts.** No action taken under this Section shall have the effect of modifying or re-

pealing the Design Guidelines or any provision of this Charter other than the Rules. In the event of a conflict between the Design Guidelines and the Rules, the Design Guidelines shall control. In the event of a conflict between the Rules and any provision of this Charter (exclusive of the Rules), the Charter shall control.

### 7.3. Protection of Owners and Others

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions:

**(a) Similar Treatment.** Similarly situated Units shall be treated similarly; however, the Rules may vary by Neighborhood Association or Service Area.

**(b) Displays.** No Rule shall abridge an Owner's right to display political, religious, or holiday symbols and decorations inside dwellings on their Units of the kinds normally displayed in residences located in single-family residential neighborhoods, except that displays visible from outside the dwelling shall be subject to the provisions with respect to displays on the exterior of a residence set forth hereafter. Owners may also display on the exterior of their residence and on their Unit seasonal, religious and holiday signs, symbols, and decorations normally displayed in single-family residential neighborhoods, that are consistent with the Community-Wide Standard, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Permitted decorations may only be placed, displayed, or visible for such periods as are normal and customary for comparable single-family residential neighborhoods, as determined in the Board's discretion.

Except as permitted above, signs, banners, posters, placards, billboards, advertisements, bulletins, announcements, symbols, displays, or any other manifestation of a message, slogan, or

## Use and Conduct

symbol of any kind shall not be displayed upon or visible from the outside of a Unit or placed or displayed anywhere within Ramble; provided those signs installed during the initial construction of the Community by Founder, those signs set forth in Section 17.2, and those signs required by North Carolina law shall be permitted. With the express written permission of the Board, one "for sale" or one "for rent" sign may be permitted to be placed by the Owner of a Unit indicating that the Unit is for sale or for rent so long as such sign is placed in the area designated by the Board and the design, quality and size of the sign is approved in accordance with Chapter V. The area designated by the Board for the placement of "for sale" and "for rent" signs may be a central location and is not required to be an area on an individual Unit.

**(c) Household Composition.** No Rule shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Unit size and facilities and its fair share use of the Common Area.

**(d) Activities Within Dwellings.** No Rule shall interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

**(e) Allocation of Burdens and Benefits.** No Rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from

adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Chapter 12.

**(f) Leasing and Transfer of Units.** No Rule shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit; however, the Rules may require a minimum lease term of up to 12 months. Minimum lease terms may vary by Neighborhood Association or Service Areas. The Rules may also require that Owners use Board-approved lease forms (or include specific lease terms), and may impose a reasonable review or administrative fee in connection with the Board's review of a lease.



The following provision protects the existing personal property of Owners. It is intended to prevent a situation in which a specific thing was allowed, the Board or the Community decide to prohibit it, and then an Owner is forced to get rid of the thing that was previously allowed. For example, if basketball hoops are allowed in driveways and then a Rule is passed prohibiting basketball hoops, the Board cannot force the Owners who have basketball hoops at that time to remove them. However, they can enforce this Rule against any other Owner desiring to install one. In addition, if an Owner sells his or her Unit and takes down their basketball hoop, the new Owner cannot install another.

**(g) Abridging Existing Rights.** No Rule shall require that an Owner dispose of personal property kept in or on a Unit in compliance with the Rules in effect at the time such personal property was brought onto the Unit. This exemption shall apply only during the period of such Owner's ownership of the Unit and shall not apply to subsequent Owners who take title to the Unit after adoption of the Rule.

## Use and Conduct

**(h) Reasonable Rights to Develop.** No Rule may unreasonably interfere with the Founder's ability to develop, market, and sell property in Ramble.

**(i) Interference with Easements.** No Rule may unreasonably interfere with the exercise of any easement.

### 7.4. Owners' Acknowledgment and Notice to Purchasers

By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit is limited and affected by the Rules, which may change from time to time. All Unit purchasers are hereby notified that the Association may have adopted changes to the Rules and that such changes may not be set forth in a recorded document. A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

By accepting a deed, each Owner acknowledges that uses of real property near or adjacent to Ramble may include non-traditional residential uses such as apartment complexes and retirement communities, and commercial uses.


*A few strong instincts and a few plain rules  
suffice us. Ralph Waldo Emerson*

## NOTES

## Chapter 8 Compliance and Enforcement

*The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Owners and occupants of the Community. However, if they are to have any real meaning, there must be a commitment by the stakeholders in the Community to comply with them and there must be a mechanism in place to enforce that compliance in the event that someone fails or refuses to do so. This chapter sets forth the obligation to comply and the remedies available to the Association for noncompliance.*

### 8.1. Compliance

 All Owners and their occupants, as well as their tenants, guests, and invitees, are required to abide by the Governing Documents. If any of the above fail or refuse to obey the Governing Documents the Owner may be subject to various penalties including fines and the loss of the right to use the Common Areas.

Every Owner and occupant and their tenants, guests, and invitees to a Unit must comply with the Governing Documents and shall be subject to sanctions for violations as described in this chapter. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants, tenants, guests, or invitees to their Units, and for any damage to the Area of Common Responsibility that such Persons may cause.

### 8.2. Remedies for Non-Compliance

The Association, the Founder and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those listed below and any others described elsewhere in the Governing Documents; provided, the Board may suspend rights

rights or privileges for delinquent assessments or other charges only if such assessments or charges remain unpaid for a period of 30 days or longer.

**(a) Sanctions Requiring Prior Notice and Hearing.** After written notice and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, in an amount not to exceed \$150.00 per violation (or per day in the case of a continuing violation), which shall constitute a lien upon the violator's Unit; provided, only a single notice and hearing is required for continuing violations. In the event that any occupant, tenant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(ii) suspend the vote allocated to any Unit;

(iii) suspend any Person's right to use any Common Area facilities (A) for any period during which any charge against such Owner's Unit remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation; provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) suspend services the Association provides;

(v) exercise self-help or take action to abate any violation of the Governing Documents

## Compliance and Enforcement

in a non-emergency situation (including removing personal property that violates the Governing Documents);

(vi) without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Chapter 5, including the Design Guidelines, from continuing or performing any further activities in Ramble;

(vii) levy Specific Assessments to cover costs the Association incurs in bringing a Unit into compliance with the Community-Wide Standard or other requirements under the Governing Documents; and

(viii) record a notice of violation with respect to any Unit on which a violation exists.

**(b) Other Sanctions.** The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Unit in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(iii) require an Owner or a Neighborhood Association, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Unit or on the Neighborhood Association's property, respectively, that is in violation of the Community-Wide Standard or other requirements under the Governing Documents and to restore the property to its previous condition;

(iv) enter the property and exercise self-help to remove or cure a violating condition if an Owner or Neighborhood Association fails to take action as required pursuant to subsection (iii) above within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

(v) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

**(c) Additional Powers Relating to Neighborhood Associations.** In addition to the foregoing sanctions, the Association shall have the power to veto any action that a Neighborhood Association proposes to take if the Board reasonably determines the proposed action to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Neighborhood Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Neighborhood Association fails to comply, the Association shall have the right to effect such action on behalf of the Neighborhood Association and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

### 8.3. Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement

## Compliance and Enforcement

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action. For example, the Board may determine that, in a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or

prevent the enforcement of any other covenant, restriction, or rule.

### 8.4. Attorneys Fees and Costs

In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

### 8.5. Enforcement of Ordinances

The Association, by contract or other agreement, may enforce applicable city and county ordinances. In addition, Buncombe County or the Town of Biltmore Forest may enforce ordinances within Ramble.

*People need to be reminded more often than they need to be instructed. Samuel Johnson*

### NOTES

**PART THREE: ASSOCIATION OPERATIONS**

*Do what you can, with what you have, where you are.*

*Theodore Roosevelt*



## Chapter 9

### Property Management

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*One of the Association's primary functions is maintaining and operating property and facilities for the common benefit of the Owners and residents of Ramble. This chapter establishes the Association's obligation to accept property that the Founder designates as Common Area or Limited Common Area and to maintain, operate, and insure it, along with certain other properties, for the benefit of Ramble.*

#### 9.1. Acceptance and Control of Association Property

**(a) Transfers and Conveyances by Founder.** The Founder and its designees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Community, and the association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests, and may be subject to such easements, leases, and licenses for the benefit of Founder or a Founder Affiliate.

Upon the Founder's written request, the Association shall reconvey to the Founder any unimproved real property that the Founder originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

**(b) Management and Control.** The Association is responsible for management, operation, and control of the Common Area, subject to any covenants set forth in the deed or other instrument transferring the property to the Association. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Association may permit use of

Common Area facilities by persons other than Owners and occupants of Units and may charge use fees, in such amount as the Board may establish, for such use.

#### 9.2. Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The initial Area of Common Responsibility includes, but is not limited to:

(a) the Common Area, including, but not limited to, any private streets all entry gates into the Community, all parks and open space, including natural open space, and any and all entry monuments identifying the Community, wherever situated;

(b) landscaping within public rights-of-way within or abutting Ramble to the extent not maintained to the Community-Wide Standard by appropriate governmental authorities, including, but not limited to, that specific 50-foot public right-of-way between Hendersonville Road and the Community more commonly known as Valley Springs Road;

(c) any deer/animal fence surrounding the Community;

(d) such portions of any additional property as may be dictated by the Founder, this Charter, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association; and

(e) any property and facilities that the Founder owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. The Founder shall identify any such prop-

## Property Management

erty and facilities by written notice to the Association, and they shall remain part of the Area of Common Responsibility until the Founder re-vo-kes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property it does not own, including, without limitation, Units, property dedicated to the public, or property owned or maintained by a Neighborhood Association, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

### 9.3. Discontinuation of Operation

The Association shall maintain the Common Area facilities in continuous operation unless the Owners representing at least 75% of the total votes in the Association, and Founder during the Development and Sale Period, consent in writing to discontinue such operation. If the property is Limited Common Area, any discontinuation shall also require the approval in writing of at least 75% (or such higher percentage as a Supplement may require) of the Owners to whom such Limited Common Area is assigned. This Section shall not apply to restrict the Board's ability to establish reasonable operating hours, which may vary by season, nor to preclude temporary closures or interruptions in operation as the Board may determine appropriate to perform maintenance or repairs.

### 9.4. Restoring Damaged Improvements

In the event of damage to or destruction of portions of the Area of Common Responsibility for which the Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substan-

tially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Association shall repair or reconstruct damaged Common Area improvements unless the Founder, during the Development and Sale Period, and Owners representing at least 80% of the total votes in the Association, decide within 60 days after the loss not to repair or reconstruct. If the damage is to Limited Common Area or Units within a Service Area, any decision not to restore the damaged improvements shall also require the approval of at least 100% of the Owners of Units in the affected Service Area. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Common Area shall be repaired or reconstructed.



This provision ensures that desirable Common Area improvements will be replaced if destroyed, but it also makes it possible *not* to repair or rebuild if the Owners who benefit from the Common Area prefer not to rebuild.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall retain and place in a capital improvements account for the benefit of all Owners, or the Owners of Units within the affected Service Area, as appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate. This is a covenant for the benefit of Mortgagees and may

## Property Management

be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Owners, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 11.4.

### 9.5. Relationships with Other Properties

The Association may contract with the owner of any neighboring property to provide for sharing of costs associated with (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services.

*We cannot escape the responsibility of tomorrow by evading it today. Abraham Lincoln*

**NOTES**

## Chapter 10

### Provision of Services

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*In addition to its property management role, the Association is a vehicle for providing a variety of services for the benefit of the Community at large and individual Units. This chapter describes some of the services the Association may provide and the mechanism by which it may provide varying levels and types of services to different areas of the Community.*

#### 10.1. Provision of Services to Units

The Association may arrange for or provide services to Owners and their Units, directly or through contracts with the Founder or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Units, or it may offer various services at the option of each Owner, or both. By way of example and not limitation, such services might include such things as cable television, utilities, fire protection, security, trash collection, landscape maintenance, pest control, caretaker services and technology services.

Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Unit, may result in termination of services provided to such Unit. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as a Common Expense or Service Area Expense pursuant to Chapter 12.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to

the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

#### 10.2. Provision of Services to Service Areas

**(a) Service Areas Designated by Founder.** The Association shall provide services to Units within any Service Area designated by the Founder pursuant to Section 3.2 as required by the terms of any Supplement applicable to the Service Area.

**(b) Service Areas Designated by Board.** In addition to Service Areas which the Founder may designate pursuant to Section 3.2, any group of Owners may petition the Board to designate their Units as a Service Area for the purpose of receiving from the Association (i) special benefits or services which are not provided to all Units, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Owners of a majority of the Units within the proposed Service Area. Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Owners of at least 67% of the Units within the proposed Service Area approve the proposal in writing, the Board shall designate the Units as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 12.2(c).

## Provision of Services

### 10.3. Community Technology

**(a) Community Systems.** Without limiting the generality of Sections 10.1 and 10.2, the Association is specifically authorized to provide, or to enter into contracts with other Persons to provide, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community ("**Community Systems**"). Any such contracts may provide for installation, operation, management, maintenance and upgrades or modifications to the Community Systems as the Board determines appropriate. The Association shall have no obligation to utilize any particular provider(s). However, except for cause (as defined by written agreement with the provider), the Association may not, without the Founder's consent, terminate or refuse to renew any contract entered into during the Founder Control Period.

**(b) Opportunities for Community Interaction.** The Association may make use of computers, the Internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and residents to interact and participate in Association-sponsored activities. To the extent North Carolina law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means.

### 10.4. Relationship with Governmental and Tax-Exempt Organizations

The Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to, state or local governments, public utility providers, and non-profit, tax-exempt organizations for the benefit of the Community, the Association, and the Owners. The Association may contribute money, real property (including Common Area), personal property, or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, the Foundation and other entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

### 10.5. Right to Designate Sites for Governmental and Public Interests

During the Development and Sale Period Founder may designate sites within the Community for government, education, or religious activities and interests, including without limitation, fire, police, and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. The sites may include Common Area, in which case the Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if Founder directs.

### 10.6. Education and Training

As a Common Expense, the Association, through the Community Extension Agent (as described in Section 10.9), may provide educational and training opportunities within the Community, including providing funding and permitting facilities use for such purposes. In

**Provision of Services**

addition, the Association may provide education and training activities as a tool for fostering Owner and resident awareness of Ramble's governance, operations, and concerns. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and benefiting from and contributing to Ramble as a planned community. The Association also shall fund and support the education and training required for officers and directors under the By-Laws.

**10.7. Surveys and Focus Groups**

The Association is a vehicle for the Owners to govern Ramble as their community. Awareness of the Owners' desires and expectations, and Owner participation in the process, is crucial to managing and meeting those expectations. As such, the Association may engage in activities, including the following, which are designed to gather relevant and useful information to be used in creating future Association policies, procedures, activities, and services.

**(a) Surveys.** The Association may periodically prepare and distribute to the Owners and residents surveys seeking information and feedback on Community matters and concerns and may provide for such incentives or sanctions it deems necessary to encourage responses. Such surveys may address one or more of the following:

- (i) how the Association is doing and what are the areas of improvement;
- (ii) awareness and use of Association activities, programs, and services;
- (iii) suggestions as to programs, activities, or policies the Association should adopt, modify, or initiate within the Community; and
- (iv) other questions relating to Community governance and Association operations.

The Association shall distribute survey results to all Owners and may make copies available to any prospective purchasers. The Association shall use the survey results as a basis for future programs, policies, and activities.

**(b) Focus Groups.** Before implementing any program, activity, or policy affecting the Community, and whenever else deemed appropriate, the Board may assemble groups of Owners and residents to provide input on how programs, activities, and policies should be structured and implemented, or on any other subject the Association deems desirable. Such focus groups should fairly represent the diverse viewpoints and interests within the Community.

**10.8. Authorized Community Activities, Services, and Programs**

The Association may organize, fund, and administer community-building activities, services, and programs as the Board deems necessary, desirable, and appropriate. Examples of such activities, services, and programs include, but are not limited to, the following:

- (a) primary and adult education programs;
- (b) transportation services;
- (c) community-wide security services;
- (d) activities designed to promote compliance with community regulations through education, communication, and grass roots support;
- (e) promotional and public relations activities on behalf of the Ramble community;
- (f) cultural, artistic, environmental, and wellness programs;
- (g) operation and preservation of historical and archaeological sites;
- (h) community service activities for the benefit of residents within Ramble and the surrounding community;

## Provision of Services

- (i) computer internet or intranet sites;
- (j) learning centers and computer centers designed to supplement home offices;
- (k) community-wide video and technology; and
- (l) charter clubs and other volunteer organizations and activities.

### 10.9. Community Extension Agent

The Association shall have the authority to create and fund the position of "**Community Extension Agent**" for the collective benefit of the Ramble community. The purpose of the Community Extension Agent shall be to create, foster, and enhance the community, quality of life, and vibrant atmosphere within Ramble. The Community Extension Agent will be the person responsible for providing leadership for the overall planning, development, execution, and evaluation of the community creation and maintenance program.

The Community Extension Agent shall have such duties as the Board may designate, which, by way of example and not of limitation, may include the following:

- (a) coordinating, promoting, and facilitating community-wide events and activities;
- (b) conducting educational programs and contracting for and coordinating higher-level, specialized education;
- (c) organizing and promoting sports or recreational leagues;
- (d) teaching "non-adversarial communication" and, when the need arises, mediating, listening to, diffusing, or otherwise intervening to solve disputes and conflicts at the request of the parties involved;
- (e) motivating Owners, residents, and invitees to participate in and to volunteer their

time and skills for community events and activities;

- (f) seeking out new opportunities for building community life and spirit;

- (g) providing leadership for the overall planning, development, execution, and evaluation of the community creation and maintenance program;

- (h) serving as an ombudsman within the community as a conflict alternative facilitator; and

- (i) serving as a liaison between the Association and local government on city and county-wide programs and activities.

The Community Extension Agent shall be an employee of the Association and need not be an Owner. Upon the creation of the position, the Association shall establish the initial compensation of the Community Extension Agent and may modify such compensation from time to time to reflect changes in the employment market. In addition, the Association shall fund the operational expenses of the Community Extension Agent in such amounts as the Association deems sufficient to enable the Community Extension Agent to achieve the purposes for which the position was created. The Association may promulgate such rules as necessary to ensure the successful creation, staffing, funding, operation, execution of duties, and continuity of the position of Community Extension Agent.

## Provision of Services

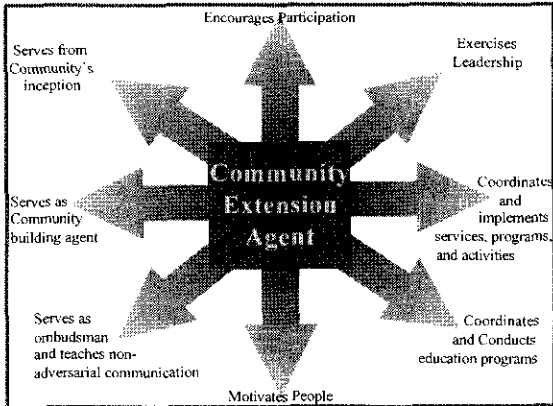


Diagram 10.1 - Ramble Community Extension Agent

### 10.10. Recycling Programs

The Association may establish a recycling program and recycling center, and, in such event, all Owners and occupants of Units shall support such program by recycling, to the extent reasonably practical, all materials which the recycling program or center is set up to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation, and any income received as a result of such recycling efforts shall be used to defray the costs of new recycling programs.

### 10.11. Volunteering Activities and Charter Clubs

In recognition of the fact that volunteering activities benefit both Ramble and the larger community, the Association desires to promote a strong volunteer ethic among members of the community and to encourage and facilitate the organization of volunteer organizations within Ramble. To accomplish this end, the Association may grant both monetary and non-monetary incentives for volunteering, such as discounts on assessments, exemptions from specific program fees, and public recognition of distinguished volunteers and their achievements. The Association may also cooperate with and support non-association organizations, such as cultural organizations, by making its facilities available for the organization's use or sponsoring

the organization's activities. Additionally, the Association may compile and maintain a data bank of Owners, lessees, occupants, or invitees interesting in volunteering and may make such data available to volunteer organizations within the community.

In addition, the Association, in its sole discretion, may establish or support the establishment of "charter clubs" to encourage or facilitate the gathering of people to pursue common interests or hobbies. A charter shall confer privileges and impose responsibilities on the club and its members. For example, the Association may grant privileges including financial support; material support; facility use privileges, either with or without charge; priority for facility use; administrative and technical support; and liability insurance coverage.

The Association is hereby authorized to grant charters to any group of individuals who share a particular field of interest. Any Owner, lessee, or occupant may submit a written request to the Association for a charter. In its sole discretion, the Association shall have the right to grant or deny such request. However, the Association may not fund the specific advertising or promotion of events of charter clubs or other volunteer groups, unless the Association, in its sole discretion, determines that such events or organizations benefit the entire community.

The Association may also establish a "Youth Board" composed of and selected by Community residents between the ages of 13 and 18. The purpose of such Youth Board, if established, shall be to empower the youth within Ramble with decision-making authority and to provide them with a voice, a sense of "belonging," and a mechanism for positively influencing their peers and the larger community.

## Provision of Services

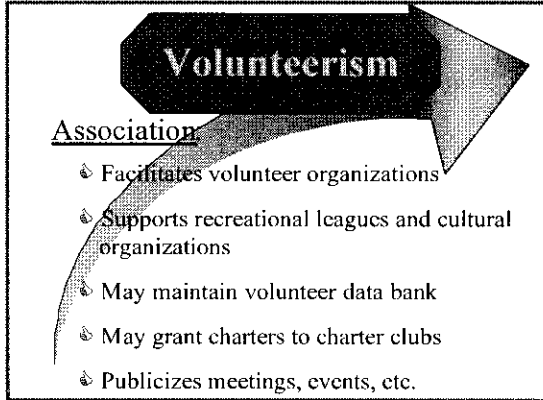


Diagram 10.2 - Association Involvement with Volunteer Organizations

*I think there is a world market for maybe five computers.*  
*Thomas Watson, Chairman of IBM, 1943*

### NOTES

## Chapter 11

### Association Insurance

*The Association is responsible for insuring against various types of risks, including property damage, personal injury, and liability. This chapter describes the minimum types and amounts of coverage that the Association must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.*

#### 11.1. Required Coverages

The Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on

(i) the Common Area;

(ii) other portions of the Area of Common Responsibility, to the extent that the Association has responsibility for repair or replacement in the event of a casualty; and

(iii) any Service Area, to the extent specified or authorized by any applicable Supplement.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The limits of Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes.

In addition, if a Supplement so specifies, the Association shall obtain and maintain property insurance on the insurable improvements within

a Service Area, which insurance shall comply with the above requirements.

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost that a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(c) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(d) Directors and officers liability coverage; and

(e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Ashe-

## Association Insurance

ville, North Carolina area. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this Section requires.

### 11.2. Deductibles



The Board may hold any Persons who cause damage to insured improvements responsible for the insurance deductible Payable on any insurance claim related to such damage.

The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 11.1. The deductible on any Common Area property insurance shall not exceed 20% of the total replacement cost. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

### 11.3. Policy Requirements

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Owner.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in North Carolina which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, except that policies on Limited Common Area shall be for the benefit of the Owners of Units within the Service Area to which the Limited Common Area is assigned and their Mortgagees, as their interests may appear;

(c) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement;

(e) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(f) provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Association;

(g) provide a waiver of subrogation against any Owner or household member of an Owner; and

(h) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Association and allowance of a reasonable time to cure the defect or violation.



Subrogation is a legal concept by which one person is substituted in the place of another with respect to a lawful claim or right. For example, once they have paid a claim by an insured party, insurance companies generally have the right to step into the shoes of the insured party and sue any one that the insured party could have sued.

## Association Insurance

In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds and provide:

(a) a waiver of subrogation as to any claims against the Association's directors, officers, employees, and manager;

(b) a waiver of the insurer's right to repair and reconstruct instead of paying cash;

(c) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(d) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(e) a cross liability provision; and

(f) a provision vesting in the Board exclusive authority to adjust losses. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

### 11.4. Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, except that premiums for property insurance on Units within, or Limited Common Areas assigned to, a particular Service Area shall be a Service Area Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

## NOTES

## Chapter 12

### Association Finances

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*This chapter provides for various types of funding to cover expenses that the Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments which this chapter authorizes the Association to levy against the Units and collect from the Owner of each Unit. Assessments are secured by a lien on each Unit as described in this chapter.*

#### 12.1. Association Expenses

**(a) Common Expenses.** Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Owners, are considered "**Common Expenses.**" Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

Common Expenses shall not include any expenses incurred during the Founder Control Period for initial development or original construction costs unless Owners (other than the Founder) representing a majority of the total vote in the Association approve such expenditure. Payments due under leases of capital improvements such as streetlights shall not be considered an initial development or original construction cost.

The characterization of a particular expense as a Common Expense shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses

pursuant to this Charter, any Supplement, or any other recorded covenants or agreements.

**(b) Service Area Expenses.** All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Limited Common Areas, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses.**" Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied at a uniform rate per Unit among all Service Areas receiving the same service.

Service Area Expenses may also include an activity fund for use by the Service Area Committee to fund activities for the benefit of the Service Area without Board involvement or approval.

#### 12.2. Budgeting for and Allocating Association Expenses

**(a) Preparation of Budget.** At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association expects to incur for the benefit of such Service Area in the coming year.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a

## Association Finances

Service Area Expense of the Service Area for whom the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset.

Each budget shall also reflect any surplus or deficit as of the end of the current year, the sources and estimated amounts of funds to cover anticipated expenses, including any income expected from sources other than assessments levied against the Units (including amounts to which the Association is entitled pursuant to any covenant or agreement to share costs and those amounts collected under Section 12.9), and the amount to be generated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (c).

**(b) Calculation of Base Assessments.** The total budgeted Common Expenses, less any surplus in the Common Expense budget from prior years and any income anticipated from sources other than assessments against the Units, shall be allocated equally among all Units subject to assessment under Section 12.5 and levied as a "**Base Assessment**."

**(c) Calculation of Service Area Assessments.** The total Service Area Expenses budgeted for each Service Area, less any surplus in such Service Area budget from prior years, shall be allocated among all Units in the Service Area that are subject to assessment under Section 12.5 and levied as a "**Service Area Assessment**." Unless otherwise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be set at a uniform rate per Unit in the Service Area, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Units in proportion to the benefit

received, as the Board may reasonably determine.

All amounts the Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

**(d) Founder's Subsidy Option.** The Founder may, but shall not be obligated to, reduce the Base Assessment or any Service Area Assessment for any fiscal year by payment of a subsidy (in addition to any assessments paid by the Founder for Units it owns). Any such subsidy may be treated as a contribution, an advance against future assessments due from the Founder, or a loan, in the Founder's discretion. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Founder.

**(e) Notice of Budget and Assessment; Ratification of Budget.** The budgets are subject to ratification by the Owners at a meeting. Within 30 days of its adoption of a proposed budget, the Board shall send a summary of the proposed budget and notice of the meeting to consider ratification of the budget to the Owners or, in the case of a Service Area budget, to the Owners of Units within the Service Area. The meeting shall be held not less than 10 nor more than 60 days from the date of such notice. A quorum need not be present at the meeting and the notice to Owners shall include a statement that the budget may be ratified without a quorum being present. The Common Expense budget shall be ratified unless, at the budget meeting, the Owners representing at least 80% of the total votes in the Association and the Founder Member, if any, disapprove the budget.

## Association Finances

A Service Area budget shall be ratified unless, at the budget meeting, the Owners of at least 80% of the Units within the Service Area disapprove the Service Area budget. In addition, a Service Area budget is subject to approval by the Service Area Committee, if any, elected for the Service Area in accordance with the By-Laws. The right to approve or disapprove a Service Area budget shall apply only to those line items which are attributable to services or benefits requested by the Service Area and shall not apply to any item which the Governing Documents require to be assessed as a Service Area Expense.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect, increased by 10%, shall continue in effect until a new budget is determined.

(f) **Budget Revisions.** The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (d) above.

### 12.3. Special Assessments

The Association may levy "Special Assessments" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Owners representing more than 50% of the votes attributable to Units subject to assessment under Section 12.5 and shall be allocated equally among all such Units. Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to Units in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section

12.1(c). In addition, as long as the Founder membership exists, any Special Assessment shall also be subject to the Founder's written consent. Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

### 12.4. Specific Assessments

The Association may levy "Specific Assessments" against a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Unit pursuant to a Supplement or upon request of the Owner pursuant to any menu of optional services which the Association may offer (which might include the items identified in Section 10.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and

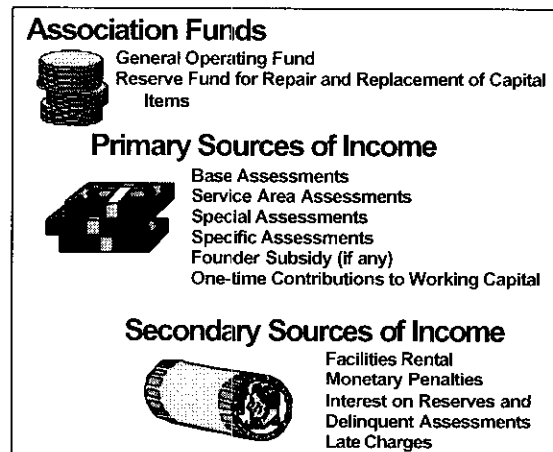


Diagram 12.1 - Association Funding

## Association Finances

(c) to cover the Unit's pro rata share of any costs that the Association incurs in bringing the Service Area of which the Unit is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Owners of Units in the Service Area and an opportunity for such Owners to be heard before levying any such assessment.

### 12.5. Authority to Assess Owners; Time of Payment

The Founder hereby establishes and the Association is hereby authorized to levy assessments as provided for in this chapter and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) the month in which the Unit is made subject to this Charter; or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Charter, whichever is later. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

### 12.6. Obligation for Assessments



By buying a Unit in Ramble each Owner agrees to pay all assessments levied against his or her Unit. If the Owner does not pay on time, that Owner will be charged late fees on all past due amounts. Owners may not claim a reduction in their assessments due to action or inaction by the Association.

By accepting a deed or entering into a recorded contract to purchase any Unit, each Owner covenants and agrees to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 18% per annum, subject to the limitations of North Carolina law), late charges as determined by Board resolution, costs, and reasonable attorneys fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or non-use of services provided to all Units or to all Units within the Service Area to which the Unit is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be

## Association Finances

claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

### 12.7. Lien for Assessments

**(a) Existence of Lien.** The Association may record a lien against any Unit, including Units the Founder owns, to secure payment of assessments that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this section, assessments shall include interest, late charges (subject to North Carolina law), and costs of collection (including attorneys fees). Such lien shall be superior to all other liens, except (a) the liens of all real estate taxes and other governmental assessments and charges against the Unit; (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value; and (c) other recorded liens or encumbrances which by law would be superior.

**(b) Enforcement of Lien.** An Association lien under this section may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. To the extent required under N.C.G.S. 47F-3-116(c), an Association lien for delinquent assessments automatically terminates after three years from the lien's recordation, unless proceedings to enforce the lien are instituted within such time. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following fore-

closure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

**(c) Effect of Sale or Transfer.** Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner of the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 12.6, including such acquirer, its successors and assigns.



If an Owner does not pay his or her assessments on time, the Association may foreclose its lien on the Owner's Unit, causing it to be sold to pay the past due assessments. The Association may also sue an Owner in court to recover past due assessments.

### 12.8. Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, Special Assessments, and Specific Assessments:

(a) All Common Area and such portions of the property owned by the Founder as are included in the Area of Common Responsibility;

**Association Finances**

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) Property owned by any Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

In addition, the Association may, by resolution, grant exemptions to certain Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Charter for purposes listed in Section 501(c) of the Internal Revenue Code.

**12.9. Capitalization of Association**

Upon acquisition of record title to a Unit by any Person other than the Founder, Founder Affiliate, or a Builder designated by the Founder, the Owner shall make a contribution to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. This amount shall be due and payable to the Association immediately upon transfer of title for its use to cover initial start-up expenses, operating expenses and other expenses which it incurs pursuant to this Charter and the By-Laws.

**12.10. Use and Consumption Fees**

The Board may charge use and consumption fees to any Person using Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

**12.11. Community Enhancement Contribution**

(a) *Authority.* There is hereby established and the Foundation and the Association shall have the authority to collect a contribution from the transferring Owner, unless otherwise exempt under Section 12.11(d), upon each transfer of title to a Unit within the Community (the "Community Enhancement Contribution"). The Community Enhancement Contribution shall be payable directly to the Foundation and the Association at the closing of the transfer, as set forth below. The obligation to pay such amount shall be the personal obligation of the transferring Owner. The Foundation and the Association shall have a lien against each Unit to secure payment of the Community Enhancement Contribution, as well as interest (computed from its due date at a rate of 18% per annum, subject to the limitations of North Carolina law) and any costs of collection (including attorneys' fees). Such lien shall have the same priority as Association liens, as provided in Section 12.7, except that the Association's liens, including the lien of the Association as set forth herein, shall be superior to the Foundation's lien. The Foundation, or the Association or Founder on its behalf, may enforce its lien and the transferring Owner's personal obligation to pay by suit, judgment, and judicial or non-judicial foreclosure in the same manner as the Association under this Chapter. In addition, the payment of the Community Enhancement Contribution shall be secured by the Association's lien for assessments under Section 12.7.

(b) *Determination of Community Enhancement Contribution.* The Community Enhancement Contribution shall be one percent (1%) of the "gross selling price" of a Unit. One-half of one percent (0.5%) shall be payable to the Foundation and one-half of one percent (0.5%) shall be payable to the Association. The "gross selling price" of a Unit is the total cost to the purchaser of the Unit, excluding transfer taxes and title fees imposed by Buncombe County, and/or North Carolina; provided, if the

## Association Finances

seller of a Unit (i) purchased the Unit from the Founder, (ii) is a builder designated by the Founder, and (iii) holds title solely for development and resale of the Unit, then the "gross selling price" of such Unit shall be total cost to the purchaser of the Unit, excluding transfer taxes and title fees imposed by Buncombe County, and/or North Carolina, less the purchase price of the Unit paid by such builder to Founder.

**(c) Purpose.** The portion of the Community Enhancement Contribution paid to the Foundation shall be used to provide funding for the purposes for which the Foundation was founded, including, but not limited to the support of public education and the support of charitable institutions which serve the residents of Ramble and the southern portion of the City of Asheville, North Carolina. The portion of the Community Enhancement Contribution paid to the Association shall be used exclusively for any gardens and parks within the Community. In addition, such monies may be used for the maintenance of the "Buck Springs Cabin" within the Community. However, unless approved by Owners representing at least 75% of the total votes in the Association and the Founder Member, if any, no portion of the Community Enhancement Fee shall be used to off-set any other portion of the Common Expenses or Service Area Expenses or any assessment levied by the Association.

**(d) Exempt Transfers.** Notwithstanding the above, no Community Enhancement Contribution shall be levied upon transfer of title to a Unit:

(i) by or to the Founder to or from a Founder Affiliate;

(ii) by a co-owner to any Person who was a co-owner immediately prior to such transfer;

(iii) to the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;

(iv) to an entity wholly owned by the grantor or to a family trust created by the grantor for the benefit of grantor, his or her spouse, and/or heirs at law; provided, upon any subsequent transfer of an ownership interest in such entity, the Community Enhancement Contribution shall become due;

(v) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage;

(vi) under circumstances which the Foundation, in its discretion, deems to warrant classification as an exempt transfer (*e.g.*, a transfer made solely for estate planning purposes may be, but is not required to be, deemed exempt from payment of the Community Enhancement Fee);

(vii) exchanges of Units for other Units, except to the extent that additional consideration is paid in the exchanges;

(viii) to nonprofit entities for environmental preservation purposes;

(ix) to the Association; or

(x) to the Foundation.

## NOTES

**PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY**

*You don't get harmony when everybody sings the same note.*


*Doug Floyd*



## Chapter 13 Easements

The easements created in this chapter establish the rights of Owners to use the Common Area and create various rights for the benefit of owners, the Founder, the Association, and others over property within the Community. Some of these rights are related to development and construction within the Community and on adjacent property, while others relate to the rights of Association to come upon property of others to fulfill its responsibilities and the interrelationships between the Community and the owners of adjacent property.

### 13.1. Easements in Common Area

 An easement is one person's right to go onto the property of another.

The Founder grants to each Owner a non-exclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents, any access agreement, easement, covenant to share cost, and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) Certain Owners' rights to the exclusive use of those portions of the Common Area designated "Limited Common Area;" and
- (d) The Board's right to:
  - (i) adopt rules regulating Common Area use and enjoyment, including rules limiting the number of guests who may use the Common Area, and to charge use fees for such use;
  - (ii) suspend an Owner's right to use Common Area facilities;

(iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Charter;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;


(v) rent any portion of any Common Area recreational facility on an exclusive or non-exclusive short-term basis to any Person;

(vi) permit use of any recreational facilities situated on the Common Area by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion; and

(vii) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

### 13.2. Easements of Encroachment

 An encroachment occurs when a person's home, fence, or other structure extends onto his or her neighbor's property. This section permits minor, inadvertent encroachments to remain.

The Founder grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment,

## Easements

between each Unit and any adjacent Common Area and between adjacent Units. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of less than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

### 13.3. Easements for Utilities, Etc

**(a) Installation and Maintenance.** During the Development and Sale Period, the Founder reserves for itself and grants to the Association and all utility providers (on such conditions as set forth in any separate agreement between the Founder and utility provider), perpetual non-exclusive easements throughout Ramble (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and infrastructure to serve Ramble, other Community Systems, security and similar systems, and drainage systems;

(ii) install walkways, pathways and trails, street lights, and signage on property the Founder or the Association owns or within public rights-of-way or easements reserved for such purpose on a recorded plat;

(iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, the Founder reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

**(b) Specific Easements.** The Founder also reserves the non-exclusive right and power to grant and record such specific easements consistent with Section 13.3(a) as it deems necessary to develop the property described in Exhibits "A" and "B." The location of the specific easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

**(c) Minimal Interference.** All work associated with the exercise of the easements described in subsections (a) and (b) of this section shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.


### 13.4. Easements to Serve Additional Property

The Founder hereby reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Charter. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. The Person exercising such easement rights shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property.

**Easements**

If the above easement grants permanent access to any property which is not submitted to this Charter, the Founder, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

**13.5. Easements for Maintenance, Emergency, and Enforcement**

 The Association may come onto the exterior portions of a Unit to do maintenance or to address violations of the covenants but will give prior notice unless there is an urgent need to enter the property before notice can be given.

By this Charter, the Founder grants to the Association easements over Ramble as necessary to enable the Association to fulfill its maintenance responsibilities under the Charter. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

**13.6. Easements Over Private Roadways**

(a) Not later than the expiration of the Development and Sale Period, the Founder will transfer the private roadways within Ramble ("**Roadways**") to the Association as Common Area, subject to the easements for access described in this Charter, easements granted in any use and access agreement or covenant to share cost, easements previously created for the

benefit of property adjacent to the property described on Exhibits "A" and "B," and such additional easements as the Founder deems appropriate. Use of such Roadways shall be subject to and in accordance with any rights and easements shown on the recorded subdivision plats of Ramble and such reasonable Use Restrictions and Rules as the Association may adopt from time to time consistent with this Charter, the recorded subdivision plats, and any law, ordinance, or regulation governing Ramble.

(b) The Founder hereby reserves for itself, its agents, employees, successors, assigns, and other persons it may designate, an easement over the Roadways for the purpose of constructing, maintaining, repairing, or rebuilding any subdivision improvements installed or to be installed in Ramble and for performing any other work within Ramble which the Founder deems reasonably necessary, in its discretion, or which the Founder is required to perform pursuant to a contract with any Owner or pursuant to the requirements of any government agency having jurisdiction over Ramble. The Founder hereby authorizes the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any Unit to exercise this easement for access to such Unit, subject to such rules as the Association may adopt; however, during the Development and Sale Period, the Founder shall have the right to restrict use of all or portions of the Roadways and designate alternate access for such Persons, and to revoke such authorization and prohibit the use of the Roadways by Persons who violate the Governing Documents or any agreement with the Founder.

(c) The Founder hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; utility providers, and for vehicles, equipment, and personnel providing garbage collection service to Ramble;

**Easements**

however, such easement shall not authorize any such Persons to enter Ramble except while acting in their official capacities. The Association shall have the right to limit access for garbage collection purposes to such days of the week as the Board may specify.

(d) Founder reserves for itself and Founder Affiliates a perpetual, non-exclusive easement of access to and use of the Roadways and Common Areas in connection with the marketing and sale of other communities which Founder or any Founder Affiliate may be developing and marketing, in order to show Ramble as an example of the Founder's developments.

**NOTES**



## **Chapter 14**

### **Disclosures and Waivers**

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*This chapter discloses some important information about the Community for the benefit of prospective purchasers of property in the Community. Each Owner, by accepting a deed to property in the Community, also accepts and agrees to the matters set forth in this chapter.*

#### **14.1. Facilities and Services Open to the Public**

Certain facilities and areas within Ramble may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. The Founder may designate such facilities and areas as open to the public at the time the Founder makes them a part of the Area of Common Responsibility, or the Board may so designate at any time thereafter.

#### **14.2. Safety and Security**

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in Ramble. The Association may, but shall not be obligated to, maintain or support certain activities within Ramble designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor the Founder shall in any way be considered insurers or guarantors of safety or security within Ramble, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to Ramble, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of such Owner's Unit, that the Association, its Board and committees, and the Founder are not insurers or guarantors of security or safety and that each Person within Ramble assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

#### **14.3. Changes in Master Plan**

Each Owner acknowledges that Ramble is a master planned community, the development of which is likely to extend over many years, and agrees that neither the Association nor any Neighborhood Association shall engage in, or use Association funds to support, any protest, challenge, or other form of objection to (a) changes in uses or density of property within Ramble, or (b) changes in the Master Plan as it relates to property outside Ramble, without the Founder's prior written consent.

#### **14.4. View Impairment**

Neither the Founder nor the Association guarantee or represent that any view over and across the Units, any open space within the Community, or any lake or other body of water will be preserved without impairment. The Founder, Founder Affiliates, and the Association shall have no obligation to relocate, prune, or

## Disclosures and Waivers

thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Association (with respect to the Common Area) has the right to add trees and other landscaping from time to time, subject to applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

### **14.5. Notices and Disclaimers as to Community Systems**

Each Owner acknowledges that interruptions in cable television and other Community Systems and services will occur from time to time. The Founder, Founder Affiliates, or any of their respective successors or assigns shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

### **14.6. Notice of Access through Gates and over Private Roadways by Non-Owners**

Each Owner acknowledges that certain groups and individuals have been granted access through the gates and over specific portions of the Roadways within Ramble either in the Charter, easements previously created for the benefit of property adjacent to the property on Exhibits "A" and "B," or through separate use and access agreements entered into by the Association or by Founder on behalf of the Association. By acceptance of a deed to a Unit, each Owner hereby agrees not to interfere with or disrupt access by such groups or individuals. The Association may, but shall have no obligation to, police the Common Areas to identify and eject unauthorized persons or authorized persons who have entered into unauthorized areas. Neither the Founder nor the Association shall be responsible or liable for any personal

injury or loss or damage to property, including Units and the contents of Units, resulting from acts of those parties granted access through the gates and over the Roadways.

### **14.7. Notice of Deer/Animal Fence Surrounding Ramble**

Each Owner acknowledges that Ramble is surrounded by natural forests and is inhabited by wild animals, particularly deer. Founder may erect a fence within a twenty foot buffer zone surrounding Ramble owned by Founder or a Founder Affiliate to keep deer and other wild animals within their natural habitat and out of Ramble. Each Owner, by acceptance of a deed to a Unit, hereby covenants on their behalf, and on the behalf of any residents of their Unit and their respective guests and invitees, not to trespass on such buffer area or come in contact with the fence. In addition, each Owner acknowledges on their behalf, and on behalf of any residents of their Unit and their respective guests and invitees, that such fence could cause injury to persons or pets or damage property coming in contact with it. Neither the Founder, Founder Affiliate, the Association nor any Builder, nor the members, partners, affiliates, officers, directors, agents, or employees of any of the foregoing, shall have any liability for personal injury or property damage resulting from contact with such fence or entry into the twenty foot buffer zone. Nothing herein shall be construed as a guarantee that such deer/animal fence shall keep animals and deer from entering into the Community.

### **14.8. Natural Conditions**

Ramble contains a number of natural and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, some of which may pose hazards to persons or pets coming in contact with them. Each Owner and occupant of a Unit, and every person entering the Community (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their

## Disclosures and Waivers

movement within or through Ramble; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within Ramble. The Association; the Founder; or the members, partners, affiliates, officers, directors, agents, or employees of either of the foregoing, shall not have any duty to take action to control, remove, or eradicate any plant or wildlife in Ramble, nor shall they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or through Ramble.

### 14.9. Conservation Areas

Ramble contains wetland and woodland conservation areas, many of which are adjacent to and abut Units and other property within the development. These areas have been specifically set aside by Founder with the concurrence and approval of various local, state and Federal regulatory agencies for their preservation, management, and protection. Conservation easements either have been or may be placed on these areas with the intent and purpose of setting aside these areas in perpetuity for their preservation and conservation. In the furtherance of that goal, Founder may develop a site mitigation and management plan which may incorporate any terms and conditions which the regulatory agencies may have established for these conservation areas. Any costs associated with such mitigation and management plan shall be treated as an Association Common Expense.

## NOTES

## Chapter 15

### Rights of Lenders

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*In order to enhance each Owner's ability to obtain financing for the purchase of his or her Unit, this chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies which guarantee and insure mortgage loans made by institutional lenders.*

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in Ramble.

#### 15.1. Notices of Action

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of Ramble or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder; and

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant which is not cured within 60 days.

#### 15.2. No Priority

No provision of this Charter or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or

condemnation awards for losses to or a taking of the Common Area.

#### 15.3. Notice to Association

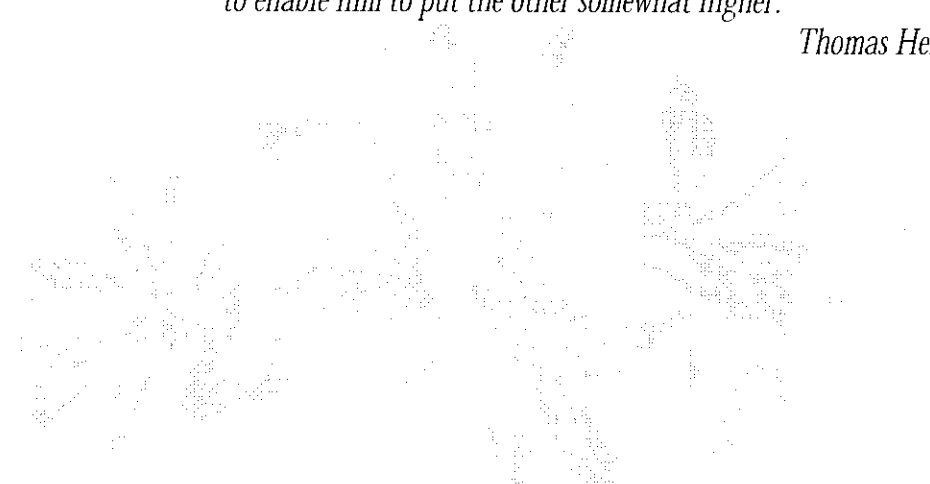
Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

#### NOTES

**PART FIVE: COMMUNITY DEVELOPMENT**

*The rung of a ladder was never meant to rest upon, but only to hold a man's foot long enough to enable him to put the other somewhat higher.*

*Thomas Henry Huxley*



## Chapter 16

### Expansion of the Community

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*Due to the need to pace development to the needs of the Community and the market demand for Units or Common Areas, the Community may be developed in phases. The Founder or the Association may expand the initial property submitted to the Charter as set forth in this chapter.*

#### 16.1. Expansion by Founder

From time to time, the Founder may submit to the terms of this Charter all or any portion of the property described in Exhibit "B" by recording a Supplement describing the additional property to be submitted. The Founder may record such a Supplement without the consent of any Person except the owner of such property, if not the Founder.

The Founder's right to expand Ramble under this Section expires when all property described in Exhibit "B" has been submitted to this Charter or 40 years after this Charter is recorded, whichever is earlier. Until then, the Founder may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be described in a recorded instrument executed by the Founder.

Nothing in this Charter shall require the Founder or any successor to submit additional property to this Charter or to develop any of the property described in Exhibit "B" in any manner whatsoever.

#### 16.2. Expansion by the Association

The Association also may submit additional property to this Charter by recording a Supplement describing the additional property. Any Supplement which the Association records must be approved by Owners representing more than 67% of the total votes in the Association at a meeting duly called for such purpose and by the

owner of the property to be submitted. In addition, during the Development and Sale Period, the Founder's consent is required. The Association's President and Secretary, the owner of the property, and the Founder, if the Founder's consent is required, shall sign the Supplement.

#### 16.3. Additional Covenants and Easements

Any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. If someone other than the Founder owns the property, then the Supplement must be signed by such owner evidencing such owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

#### 16.4. Effect of Filing a Supplement

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Charter shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Charter.

## Chapter 17

### Additional Rights Reserved to the Founder

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*This chapter reserves various rights to the Founder, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the Founder's development and sale of property in the Community, to enable the Founder to respond to Owners' concerns, and to protect various property rights and other interests of the Founder.*

#### **17.1. Withdrawal of Property**

During the Development and Sale Period, the Founder may amend this Charter to remove any unimproved portion of Ramble from the coverage of this Charter, provided such withdrawal does not reduce the total number of Units then subject to the Charter by more than 10%. "Unimproved" means that no permanent structure has yet been completed on the property. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Founder. If the property is Common Area, the Association shall consent to such withdrawal.

#### **17.2. Marketing and Sales Activities**

Notwithstanding anything in the Governance Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Units. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales

activities, the Founder and its employees, agents, and designees may park vehicles in designated parking areas.

#### **17.3. Right to Make Improvements, Replat**

During the Development and Sale Period, the Founder and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area and to the Exhibit "B" property as it deems appropriate.

In addition, during the Development and Sale Period, the Founder may replat property that it owns and convert Units it owns into Common Area.

#### **17.4. Right to Approve Changes in Ramble Standards**

During the Development and Sale Period, no amendment to or modification of any Rules or Design Guidelines shall be effective without prior notice to and the written approval of the Founder.

#### **17.5. Additional Covenants and Restrictions**

During the Development and Sale Period, no one other than the Founder may record any additional covenants or restrictions affecting any portion of the Community without the Founder's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

## Additional Rights Reserved to Founder

### 17.6. Exclusive Rights to Use Name of Development

No Person shall use the name "Ramble" or any derivative of such name or in any logo or depiction associated with Ramble in any printed or promotional material without the Founder's prior written consent. However, Owners may use the name "Ramble" in printed or promotional matter where such term is used solely to specify that particular property is located within Ramble, and the Association shall be entitled to use the word "Ramble" in its name.

### 17.7. Community Systems

The Founder reserves for itself, Founder Affiliates, and their respective successors and assigns, a perpetual right and easement over all property in Ramble to install and operate such Community Systems as the Founder, in its discretion, deems appropriate to serve any portion of the Community. Founder may own any or all of the infrastructure necessary to implement such Community Systems. Such right shall include, without limitation, the Founder's right to install and maintain all necessary infrastructures, and to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems services in the region. The Founder also has the right to charge the Association a fee for the use of such infrastructure and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

Notwithstanding the above, there is no guarantee or representation that any particular Community System will be made available.

### 17.8. Easement to Inspect and Right to Correct



The Founder, or someone it designates, may enter onto any Unit to inspect and correct problems with the Unit. The Founder must give the Owner of the Unit prior notice, and if entering an enclosed structure on the Unit, obtain the Owner's prior consent unless it is an emergency.

The Founder reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the property within Ramble, including Units, and a perpetual nonexclusive easement of access throughout Ramble to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve an Owner of the responsibility for the maintenance and repair of his or her Unit.

### 17.9. Right to Notice of Design or Construction Claims

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Ramble in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless the Founder and any builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the owner of the property to discuss the owner's concerns and conduct their own inspection.

## **Additional Rights Reserved to Founder**

### **17.10. Right to Transfer or Assign the Founder's Rights**

Any or all of the Founder's special rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part to other Persons. However, such a transfer shall not reduce an obligation nor enlarge a right beyond that which Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Founder signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

### **17.11. Termination of Rights**

The rights contained in this Chapter shall terminate upon the earlier of (a) termination of the Development and Sale Period; or (b) the Founder's recording of a written statement that all sales activity has ceased.

*The very essence of leadership is that you have to have a vision. Theodore Hesburgh*

## **NOTES**

**PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS**

*There are many ways of going forward, but only one way of standing still.*

*Franklin D. Roosevelt*



## Chapter 18

### Dispute Resolution and Limitation on Litigation

*From time to time, disputes may arise between Owners, or between an Owner and the Association, the Founder, or others involved in the Community. This chapter commits the parties to any such a dispute to work together in an attempt to resolve the dispute without litigation, in order to facilitate the prompt resolution of such disputes in a manner that respects and builds upon the relationships between the parties. It also requires substantial support of the Association's membership before the Association can engage in certain types of litigation that could result in significant legal and emotional costs to the Community.*

#### 18.1. Agreement to Encourage Resolution of Disputes Without Litigation

**(a) Bound Parties.** The Founder, the Association and its officers, directors, and committee members, all Persons subject to this Charter, and any Person not otherwise subject to this Charter who agrees to submit to this Chapter (collectively, "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 18.2 in a good faith effort to resolve such Claim.

**(b) Claims.** As used in this Chapter, the term "**Claim**" shall refer to any claim, grievance, or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the Governing Documents;
- (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

- (iii) the design or construction of Improvements within the Community, other than matters of aesthetic judgment under Chapter 5, which shall not be subject to review and shall not be subject to this Chapter.

(c) The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 18.2:

- (i) any suit by the Association to collect assessments or other amounts due from any Owner;

- (ii) any suit by the Association to obtain a permanent or temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Charter (relating to creation and maintenance of community standards);

- (iii) any suit that does not include the Founder or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

- (iv) any suit by the Founder or the Association to enforce the provisions of Chapter 5; and

- (v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 18.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Chapter.



## Dispute Resolution and Limitation on Litigation

ings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys fees, and each Party shall pay an equal share of the mediator's fees.

**(d) Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys fees and court costs.

### 18.3. Initiation of Litigation by Association

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Owners entitled to cast at least 75% of the total votes in the Association, except that no such approval shall be required for actions or proceedings:

(a) initiated during the Founder Control Period;

(b) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(c) initiated to challenge *ad valorem* taxation or condemnation proceedings;

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

*Problems cannot be solved at the same level of awareness that created them. Albert Einstein*

## NOTES

## Chapter 19

### Changes in the Common Area


*Various influences and circumstance within and outside the Community may give rise to a need or desire to make changes in the ownership of or rights to use Common Area. This chapter explains the procedures for dealing with matters such as changing use rights in Common Area or Limited Common Area, partition of the Common Area, and condemnation.*

#### 19.1. Assignment and Reassignment of Limited Common Area

The Board may designate a portion of the Common Area as Limited Common Area, and may reassign Limited Common Area, upon approval of the Board and the vote of Owners representing a majority of the total votes in the Association, including a majority of the votes attributable to Units to which the Limited Common Area is proposed to be assigned or reassigned. During the Development and Sale Period, any such assignment or reassignment shall also require the Founder's written consent.

Upon approval of a majority of Owners of Units to which any Limited Common Area is assigned, the Association may permit Owners of other Units to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Expenses attributable to such Limited Common Area.

#### 19.2. Condemnation

 A governmental entity such as a town, county, or state has the power to condemn property for its own uses but generally has to pay the value of the property to do so.


If any part of the Common Area is taken by any authority having the power of condemnation or eminent domain, or conveyed by the Association in lieu of and under threat of condemnation

with such approval as may be required under Section 19.4, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Founder, during the Development and Sale Period, and Owners representing at least 75% of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 9.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 19.4.

#### 19.3. Partition

 Partition is a legal action in which a party requests to have a portion of one interest in property split off so that the party can possess that portion or interest separately from other parties who have rights in the property.

Except as permitted in this Charter, the Common Area shall remain undivided, and no

## Changes in the Common Area

Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter.

*Anyone who has never made a mistake has never tried anything new. Albert Einstein*

## NOTES

### 19.4. Transfer or Dedication of Common Area

The Association may dedicate portions of the Common Area to Buncombe County or the Town of Biltmore Forest, North Carolina, or to any other local, state, or federal governmental or quasi-governmental entity, may subject Common Area to a security interest, or may transfer or convey Common Area as follows:

(a) if Common Area other than Limited Common Area, upon the written direction of Owners representing at least 80% of the total votes in the Association, and the Founder during the Development and Sale Period; or

(b) if Limited Common Area, upon written approval of Owners of each of the Units to which such Limited Common Area is assigned.

The proceeds from the sale or mortgaging of Common Area other than Limited Common Area shall be an asset of the Association to be used as the Board determines. The proceeds from the sale or mortgaging of Limited Common Area shall be disbursed in the manner approved by the Owners of Units to which the Limited Common Area is assigned at the time such sale or mortgage is authorized.

No conveyance or encumbrance of Common Area may deprive any Unit of rights of access or support.

## Chapter 20

### Termination and Amendment of Community Charter

*As the Community matures and grows, the rules by which it is governed must be flexible enough to adapt to changes in the development plan, as well as changes in the needs and desires of the Community that inevitably will occur. This chapter sets out procedures by which either the Founder or the Owners as a group may amend this Charter to address such changes.*

#### 20.1. Term and Termination

Unless earlier terminated by written agreement of 100% of the Owners, and with the prior written consent of Founder during the Founder Control Period, this Charter shall be effective for a minimum of 20 years from the date it is recorded. After 20 years, this Charter shall be extended automatically for successive 10-year periods unless at least 80% of the then Owners sign a document stating that the Community Charter is terminated. In such case, this Charter shall terminate on the date specified in the termination document.

This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

#### 20.2. Amendment

**(a) By Founder.** In addition to specific amendment rights granted elsewhere in this Charter, until termination of the Founder Control Period, the Founder may unilaterally amend this Charter for any purpose.

Thereafter, the Founder may unilaterally amend this Charter if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental

lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this paragraph shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

In addition, during the Development and Sale Period, the Founder may unilaterally amend this Charter for any other purpose, provided the amendment has no material adverse effect upon the rights of more than 2% of the Owners.

**(b) By Owners.** Except as otherwise specifically provided above and elsewhere in this Charter, this Charter may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing at least 75% of the total votes in the Association, including at least 75% of the total votes held by Owners other than the Founder. In addition, during the Development and Sale Period, any such amendment shall also require the Founder's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**(c) Validity and Effective Date.** Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

## Termination and Amendment of Community Charter

No amendment may remove, revoke, or modify any right or privilege of the Founder or the Founder Member without the written consent of the Founder or the Founder Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Charter or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

This Charter is copyright protected; however, that protection does not impair in any manner the Founder's or Association's amendment rights provided elsewhere in this Charter.

**(d) Exhibits.** Exhibits "A" and "B" are incorporated by this reference, and this Chapter shall govern amendment of those exhibits. Exhibit "C" is incorporated by this reference and may be amended under Chapter 7 or pursuant to this Section 20.2. All other exhibits are attached for informational purposes and may be amended as provided in those exhibits or in the provisions of this Charter that refer to such exhibits.

*Don't ever take a fence down until you know  
why it was put up. Robert Frost*

## NOTES

THIS COMMUNITY CHARTER is made this 11<sup>th</sup> day of November, 2004, by Ramble Biltmore Forest, LLC, a North Carolina limited liability company ("Founder"). In witness whereof, the undersigned Founder has executed this Charter the date and year first written above.

**FOUNDER:** **RAMBLE BILTMORE FOREST, LLC, a North Carolina limited liability company**

By: Biltmore Farms, Inc., a North Carolina corporation, its sole member

By: *Robert L. Sulaski*  
Name: Robert L. Sulaski  
Its: Vice President

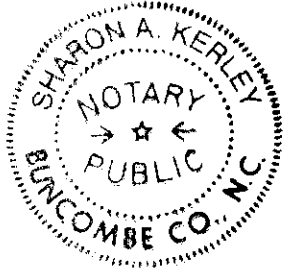
**STATE OF NORTH CAROLINA**

**COUNTY OF** BUNCOMBE

I, the undersigned Notary Public of the County and State aforesaid, certify that Robert L. Sulaski personally came before me this day and acknowledged that he/~~she~~ is the Vice President of Biltmore Farms, Inc., a North Carolina corporation, the sole member of Ramble Biltmore Forest, LLC, a North Carolina limited liability company, and that by the authority duly given and as the act of the limited liability company, the foregoing instrument was signed, sealed, and delivered in its name.

Witness my hand and official stamp or seal this 11<sup>th</sup> day of November, 2004.

[NOTARY SEAL]



*Sharon A. Kerley*  
Notary Public  
My Commission Expires: May 12, 2008

5302.02/Ramble/Docs/Charter

State of North Carolina, County of Buncombe

Each of the foregoing certificates of *Sharon A. Kerley* is hereby certified to be correct. Filed for registration on this the 13 day of November, 2004

*Otto W. DeBruihl* *Celene C. Higgins*  
OTTO W. DEBRUHL, Register of Deeds By: Deputy

(ATTACHMENT)

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## EXHIBIT "A"

Land Initially Submitted

BEGINNING on an existing 2 inch iron pipe filled with concrete with N.C. Grid Coordinates of N = 659901.00, E = 947975.48 (N.A.D. 1927), (see sheet 6 of survey), said iron pipe marks the beginning corner of the first parcel of that property described in the Biltmore Dairy Farms, Inc., deed recorded in Deed Book 1222 at Page 645 in the Buncombe County Register of Deeds office, said beginning point also being Station X-77 of that property described in the deed recorded in Deed Book 295 at Page 436 of said registry and the Northwest corner of that property of Deerfield Episcopal Retirement Community, Inc., as described in the deed recorded in Deed Book 1860 at Page 139 (Deerfield Property) and runs thence from the beginning point thus established and with the West line of the Deerfield property South 06 degrees 54 minutes 52 seconds West 63.98 feet to an iron pin set; thence leaving said line South 24 degrees 54 minutes 25 seconds West 181.45 feet to an iron pin set; thence South 22 degrees 44 minutes 08 seconds West 156.66 feet to an iron pin set; thence South 33 degrees 59 minutes 01 second West 36.32 feet to an iron pin set; thence South 37 degrees 44 minutes 31 seconds West 146.39 feet to an iron pin set; thence South 04 degrees 08 minutes 07 seconds West 59.13 feet to an iron pin set; thence South 17 degrees 40 minutes 43 seconds East, and crossing a gravel road and an existing 15 foot wide easement recorded in Deed Book 876 at Page 69, 142.10 feet to an iron pin set; thence South 25 degrees 32 minutes 07 seconds West 185.68 feet to an iron pin set; thence South 21 degrees 09 minutes 21 seconds West 186.47 feet to an iron pin set; thence South 24 degrees 12 minutes 49 seconds West and crossing a gravel road known as Lance Road 492.05 feet to an iron pin set; thence on a curve to the left with a radius of 213.89 feet, an arc length of 398.37 feet and a chord bearing and distance of South 29 degrees 08 minutes 39 seconds East 343.24 feet to an iron pin set; thence South 82 degrees 49 minutes 27 seconds East 838.61 feet to an iron pin set; thence on a curve to the left with a radius of 238.00 feet, an arc length of 294.64 feet and a chord bearing and distance of North 61 degrees 42 minutes 36 seconds East 276.18 feet to an iron pin set; thence North 26 degrees 14 minutes 39 seconds East 173.90 feet to an iron pin set; thence on a curve to the left with a radius of 938.06 feet, an arc length of 324.78 feet and a chord bearing and distance of North 16 degrees 19 minutes 32 seconds East 323.16 feet to an iron pin set; thence North 6 degrees 24 minutes 25 seconds East and crossing the asphalt portion of the access road on the 15 foot wide easement above described 305.45 feet to an iron pin set in the Southern line of the Deerfield property described in Deed Book 1860 at Page 139; thence with the Southern line of said Deerfield property on a curve to the left with a radius of 473.28 feet, an arc length of 180.32 feet and a chord bearing and distance of North 70 degrees 00 minutes 52 seconds East 179.23 feet to an existing iron pin; thence continuing with said line North 59 degrees 05 minutes 59 seconds East 70.43 feet to an existing iron pin; thence on a curve to the right with a radius of 352.00 feet, an arc length of 67.18 feet and a chord bearing and distance of North 64 degrees 34 minutes 03 seconds East 67.08 feet to an existing iron pin at the Southeast corner of the Deerfield property, said iron pin also being

in the West line of the property of Karen K. and Elbert S. Brown, Jr., as described in the deed recorded in Book 2488 at Page 112 of said registry and also in the common line of Tract No. 4 of the Biltmore Farms, Inc., property described in the deed recorded in Deed Book 1222 at Page 645; thence continuing with the line of Biltmore Farms, Inc., South 05 degrees 31 minutes 03 seconds West 38.77 feet to an existing PK nail, formerly a 3 inch aluminum monument which marked the Northwest corner of the John W. and Peggy T. Cox property described in the deed recorded in Deed Book 1062 at Page 525, said monument also being the Southwest corner of Lot 1 of that Elbert S. Brown property shown on the plat recorded in Plat Book 40 at Page 15 of the Buncombe County Registry, said nail being located in the Northern edge of the pavement of the existing asphalt road; thence crossing said roadway with the line of said Lot 1 South 86 degrees 50 minutes 04 seconds East 153.27 feet to an existing nail near the intersection of a private asphalt drive, said nail being the center of a 16 foot easement as described in the Cox deed (Deed Book 1062 at Page 525) and the Northwest corner of the Carol E. W. and William B. Peterson property described in the deed recorded in Deed Book 1681 at Page 452; thence leaving the line of Lot 1 (Plat Book 40 at Page 15) and with the center of the above-referenced 16 foot easement South 24 degrees 45 minutes 15 seconds East 50.88 feet to an existing nail at the northeast corner of the property of South Oaks of Buncombe, LLC, described in the deed recorded in Book 2095 at Page 637; thence leaving said easement and with the Northern line of the South Oaks property North 86 degrees 51 minutes 03 seconds West 44.92 feet to an existing iron pin; thence continuing with the South Oaks line on a curve to the left with a radius of 393.00 feet, an arc length of 56.68 feet, and a chord bearing and distance of South 89 degrees 01 minutes 02 seconds West 56.64 feet to an existing iron pin; thence continuing on a curve to the left with a radius of 393.00 feet, an arc length of 81.60 feet, and a chord bearing and distance of South 78 degrees 56 minutes 14 seconds West 81.45 feet to an existing iron pin which marks the Northwest corner of the South Oaks property, said point being in the line of Tract No. 1 of the Biltmore Farms, Inc., property as described in the deed recorded in Deed Book 1222 at Page 645; thence with said Biltmore Farms line and the West line of the South Oaks property South 05 degrees 52 minutes 23 seconds West 29.14 feet to an existing iron pipe in said line; thence continuing with said line South 06 degrees 24 minutes 21 seconds West 534.05 feet to an existing 3/4 inch iron pipe marking the Northwest corner of Phase 13 of Crowfields Condominium as shown on the plat recorded in Plat Book 46 at Page 172 of the Buncombe County Registry; thence continuing with the line of Biltmore Farms, Inc., and the West line of the Crowfields Condominium property South 05 degrees 49 minutes 37 seconds West 669.23 feet to an existing iron pipe in said line; thence continuing with said line South 05 degrees 51 minutes 53 seconds West and crossing Dingle Creek 1113.49 feet to an existing iron pipe at the Southwest corner of the Crowfields Condominium property; thence continuing with the line of Biltmore Farms, Inc., South 05 degrees 42 minutes 54 seconds West 346.20 feet to an existing iron pipe, a common corner of Biltmore Farms, Inc., and the Southwest corner of the property of Cynthia Annette and James R. Phillips, Jr., as described in the deed recorded in Deed Book 1819 at Page 443 of said registry; thence with the common line of Biltmore Farms, Inc., and the Phillips property South 83 degrees 44 minutes 39 seconds East 541.92 feet to an existing iron pin in the asphalt road surface of Overlook Place at the Northwest corner of the Marvin A. Butler property as described in the deed recorded in Book 3315

(ATTACHMENT)

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at Page 88 and as shown on the plat recorded in Plat Book 87 at Page 47; thence continuing with the line of Biltmore Farms, Inc. and with the West line of the Marvin A. Butler property South 05 degrees 09 minutes 26 seconds West 9.61 feet to an existing iron pipe in said line; thence continuing with said line South 05 degrees 09 minutes 26 seconds West 130.77 feet to an existing iron pipe in said line at the Northwest corner of the Edith A. and Bobby J. Woody, Jr., property described in the deed recorded in Book 3396 at Page 675 and shown on the plat of the Martha G. Butler Heirs property recorded in Plat Book 87 at Page 82; thence continuing with line of Biltmore Farms, Inc., and the West line of the Woody property South 05 degrees 06 minutes 32 seconds West 210.61 feet to an existing iron pin at the Southwest corner of the Woody property; thence with the Southern line of the Woody property South 83 degrees 18 minutes 57 seconds East 130.30 feet to an existing iron pin at the Southwest corner of the above-referenced Marvin Butler property; thence leaving the Woody line with the Southern line of the Marvin Butler property South 83 degrees 21 minutes 27 seconds East 117.11 feet to an existing locust post marking the Northwest corner of the Carolyn M. and Troy C. Butler, Sr. property as described in the deed recorded in Deed Book 1221 at Page 507 of said registry; thence with the West line of the Carolyn and Troy Butler property South 00 degrees 53 minutes 42 seconds East 173.32 feet to an existing iron; thence with the line of Biltmore Farms, Inc. (Deed Book 1222 at Page 645) South 04 degrees 23 minutes 06 seconds West 392.45 feet to an iron pin set, a new corner in said line; thence a new line North 75 degrees 52 minutes 14 seconds West 246.38 feet to an existing iron pipe in the North line of the property of The Edward A. Gibson and Ruth C. Gibson Living Trust as described in the deeds recorded in Deed Book 1762 at Page 126 and Deed Book 809 at Page 222 of said registry; thence with said Gibson and Biltmore Farms, Inc. line the following two courses: North 75 degrees 52 minutes 14 seconds West 788.09 feet to an existing iron pipe and South 02 degrees 06 minutes 49 seconds West 1043.10 feet to an existing iron pipe at the Southwest corner of the Gibson property, said pipe also marks the Northwest corner of the property of Monarch Property Group, LLC, as described in the deed recorded in Book 3363 at Page 519 and shown on the plat recorded in Plat Book 68 at Page 149 of the Buncombe County Registry; thence with the West line of the Monarch Property Group South 02 degrees 32 minutes 55 seconds West 37.68 feet to an existing iron pipe in the Monarch Property Group line at the Northeast corner of the Herschel L. and Jean W. Suits property as described in the deed recorded in Deed Book 1727 at Page 325 and shown as Lot 12 on that plat of Section One of Braeside at Biltmore Park recorded in Plat Book 60 at Page 107 of said registry; thence with the line of the Suits property South 63 degrees 46 minutes 26 seconds West 33.76 feet to an existing iron pipe which marks the Southeast corner of the Gerald J. and Debra C. Kasey property as described in the deed recorded in Book 2897 at Page 726 and shown as Lot 6 of Braeside, Section Six, Biltmore Park on that plat recorded in Plat Book 78 at Page 71 of said registry; thence leaving the Suits line and with the East line of Braeside, Section Six, at Biltmore Park (Plat Book 78 at Page 71) North 02 degrees 06 minutes 45 seconds East 740.87 feet to an existing iron pin at the Northeast corner of the Kathryn T. and William G. Hunt, Jr., property described in the deed recorded in Book 3510 at Page 422 and shown as Lot 12 on the above-referenced plat of Braeside, Section Six, at Biltmore Park; thence with the northern line of the Hunt property the following two courses and distances: North 66 degrees 23 minutes 51 seconds West 373.22 feet to an existing iron

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pin and South 74 degrees 23 minutes 51 seconds West 146.72 feet to an existing iron pin at the Northeast corner of the Robert L. and Lisa Klepper property as described in the deed recorded in Book 2460 at Page 245 of said registry and shown as Lot 10 on the above-referenced plat of Braeside, Section Six, at Biltmore Park; thence with the northern line of the Klepper property South 84 degrees 15 minutes 38 seconds West 263.51 feet to an existing iron pin; thence South 56 degrees 24 minutes 41 seconds West 296.96 feet to an existing iron pin at the Westernmost corner of that property of Ushakant V. and Pratima V. Patel as described in the deed recorded in Book 2663 at Page 479 of said registry and shown as Lot 9 on the plat of Braeside, Section Six, Biltmore Park, said iron pin also being the Northernmost corner of that property of David A. and Denissa A. Schulman as described in the deed recorded in Book 2320 at Page 264 and shown on that plat recorded in Plat Book 76 at Page 145 of said registry; thence with the Schulman line the following four courses and distances: South 45 degrees 46 minutes 08 seconds West 90.56 feet to an existing iron pin, South 58 degrees 05 minutes 41 seconds West 110.49 feet to an existing iron pin, South 44 degrees 00 minutes 43 seconds West 94.10 feet to an existing iron pin, and South 67 degrees 06 minutes 20 seconds West 201.43 feet to an existing iron pin in the Eastern right-of-way line of North Braeside Lane; thence with the Eastern margin of North Braeside Lane South 16 degrees 21 minutes 23 seconds East 134.77 feet to an existing iron pin at the Southwest corner of the Schulman property, said iron pin being also the Westernmost corner of that property of David A. and Denissa A. Schulman as described in the deed recorded in Book 2216 at Page 288 and shown as Lot 1 on the plat of Braeside, Section Five, Biltmore Park recorded in Plat Book 74 at Page 175 of said registry; thence leaving the Schulman line and crossing North Braeside Lane South 63 degrees 35 minutes 22 seconds West 122.43 feet to an existing iron pin at the Northeast corner of the Joel C. and Leann C. Kelley property as described in the deed recorded in Deed Book 1733 at Page 746 and shown as Lot 38 on that plat of Section Two, Braeside at Biltmore Park recorded in Plat Book 60 at Page 119 of said registry; thence with the northern line of the Kelley property North 85 degrees 38 minutes 34 seconds West 177.16 feet to an existing iron pin in the eastern line of the S. J. and Rosemary L. Crow property described in the deed recorded in Deed Book 1119 at Page 733 and shown on the plat recorded in Plat Book 48 at Page 51, said iron pin being also located at the Northwest corner of the Kelley property; thence with the East line of the Crow property North 04 degrees 21 minutes 03 seconds East 169.22 feet to an existing iron pipe at the Northeast corner of the Crow property; thence with the North line of the Crow property and extending on beyond the Northwest corner of the Crow property and with a line of Biltmore Farms, Inc. (Tract No. 1, Deed Book 1222 at Page 645) North 83 degrees 52 minutes 06 seconds West 1891.90 feet to an existing iron pipe, said iron pipe marking the Northwest corner of the property of Mountain Craftsman Homes, Inc., as described in the deed recorded in Book 2782 at Page 499 and shown as Lot 2 on that plat recorded in Plat Book 73 at Page 130 of the Buncombe County Registry, said iron pipe also marks the Northwest corner of Exception 2 of the property described in the Biltmore Dairy Farms deed recorded in Deed Book 1222 at Page 645 of said registry; thence with the West line of the Mountain Craftsman Homes property South 05 degrees 03 minutes 31 seconds West 502.67 feet to an existing iron pipe; thence continuing with said line and the West line of the Mountain Craftsman Homes property and the property of David O. and Carolyn Helms Lincoln as described in the deed recorded in Deed Book 1413 at Page

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736 and shown on that plat recorded in Plat Book 42 at Page 16 of said registry South 22 degrees 10 minutes 44 seconds West 1196.91 feet to an existing iron pipe at the Southwest corner of the Lincoln property, said iron pipe also marking the Northwest corner of that property of The City of Asheville as described in the deed recorded in Book 3532 at Page 470 and shown on that plat recorded in Plat Book 88 at Page 186 of the Buncombe County Registry; thence with the lines of the City of Asheville property the following four courses and distances: South 09 degrees 44 minutes 49 seconds West 45.17 feet to an existing iron pin, South 36 degrees 37 minutes 40 seconds East 68.31 feet to an existing iron pin, North 49 degrees 34 minutes 12 seconds East 62.19 feet to an existing iron pin, and North 08 degrees 26 minutes 57 seconds West 51.51 feet to an existing iron pin in the Southern line of the above-referenced Lincoln property; thence with the line of the Lincoln property South 83 degrees 41 minutes 21 seconds East 64.17 feet to an existing stone, a corner of the Lincoln property, said stone being located North 35 degrees 04 minutes 48 seconds West 4836.01 feet from N.C.G.S. Station "Lane," coordinates of Station "Lane" N = 649401.69, E = 947435.00, N.A.D. 1927; thence continuing with the line of the Lincoln property South 00 degrees 11 minutes 24 seconds West 171.71 feet to an existing iron pipe which marks the Northernmost corner of the James P. and Marie W. Paschal property as described in the deed recorded in Deed Book 1999 at Page 353 and shown as Addition to Lot 15 on that plat recorded in Plat Book 64 at Page 149 of said registry; thence with the western line of the Paschal property South 36 degrees 12 minutes 15 seconds West 565.31 feet to an existing iron pin, said iron pin marking the Northwest corner of Lot 15 of The Holt at Biltmore Park as shown on the plat of The Holt at Biltmore Park recorded in Plat Book 64 at Page 7 and the Northeast corner of the property of Biltmore Park Association, Inc., described in the deed recorded in Book 2680 at Page 376 and shown on the plat recorded in Plat Book 82 at Page 107; thence with the northern line of the property of Biltmore Park Association South 85 degrees 47 minutes 13 seconds West 625.27 feet to an existing iron pin at the Northwestern corner of the Biltmore Park Association property and the Northeastern line of that property of Elaine M. and William Barton Boyer as described in the deed recorded in Book 2095 at Page 11 and shown as Lot 25 on that plat of Burnside, Phase 2, at Biltmore Park, recorded in Plat Book 68 at Page 189 of said registry; thence with the northern line of the Boyer property South 68 degrees 36 minutes 17 seconds West 95.84 feet to an existing iron pin at the Northwest corner of the Boyer property and the Northeast corner of the property of Jimmy M. and Amalia Papakonstantinou described in the deed recorded in Book 2520 at Page 543 and shown as Lot 24 on the plat of Burnside, Phase 2, at Biltmore Park recorded in Plat Book 68 at Page 189; thence leaving the line of Boyer and with the Northwest line of the Papakonstantinou property South 56 degrees 58 minutes 38 seconds West 312.03 feet to an existing iron pin at the Western corner of Lot 24 and the Northern corner of Lot 23 as shown on the above-referenced plat of Burnside, Phase 2, at Biltmore Park and the Eastern corner of Lot 41 as shown on the plat of Burnside, Phase III, at Biltmore Park recorded in Plat Book 74 at Page 142 of said registry as described in the deed to William P. and Deborah A. Ewald recorded in Book 3107 at Page 829; thence with the Eastern lines of Lots 41 and 42 in the Burnside, Phase III, at Biltmore Park North 36 degrees 19 minutes 21 seconds West 177.69 feet to an existing iron pin at the Northeastern corner of the property of J. Lee and Susan P. Finger described in the deed recorded in Book 2211 at Page 309 and shown as Lot 42 in

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Burnside, Phase III, at Biltmore Park on the above-referenced plat; thence due West 663.04 feet to an existing iron pin at the Northwest corner of the property of Mountain Construction Company, Inc., described in the deed recorded in Book 2948 at Page 623 and shown as Lot 43 on the above-referenced plat of Burnside, Phase III, at Biltmore Park, the Northeast corner of Lot 191 as shown on the plat of Ducker West at Biltmore Park recorded in Plat Book 90 at Page 1, and the Southeastern corner of the John C. and Catherine M. Martin property as described in the deed recorded in Book 3447 at Page 346 and shown as Lot 192 on the above-referenced plat; thence with the Eastern line of the Martin property North 00 degrees 00 minutes 00 seconds West 293.49 feet to an existing iron pin at the Northeast corner of the Martin Property; thence North 47 degrees 37 minutes 33 seconds West 154.38 feet to an existing iron pin at the Northernmost corner of the Martin Property and the Northeast corner of the Reserved Area as shown on the plat of Ducker West at Biltmore Park; thence North 49 degrees 09 minutes 13 seconds West and crossing a 20 foot wide waterline easement as shown on the plat recorded in Plat Book 88 at Page 186 of said registry 50.41 feet to an existing iron pin at the Northwest corner of the Reserved Area and the Northeast corner of the Preish Construction, Inc., property described in the deed recorded in Book 3503 at Page 178 and shown as Lot 193 on the plat of Ducker West at Biltmore Park; thence with the Northern line of the Preish Construction property North 89 degrees 35 minutes 36 seconds West 177.45 feet to an existing iron pin at the Northwest corner of the Preish Construction property and the Easternmost corner of the property of Michael G. and Mary F. Parentice as described in the deed recorded in Book 3436 at Page 594 and shown as Lot 194 on the plat of Ducker West at Biltmore Park; thence continuing with the Northeast line of the Parentice property North 41 degrees 55 minutes 01 seconds West 173.31 feet to an existing iron pin at the Northernmost corner of the Parentice property and the Southeast corner of Lot 195 as shown on the plat of Ducker West at Biltmore Park; thence with the Eastern line of Lot 195 North 04 degrees 34 minutes 50 seconds East 402.94 feet to an existing iron pin at the Northeast corner of Lot 195 and the Southeast corner of the property of The Broadlands Company, LLC, described in the deed recorded in Book 3496 at Page 312 and shown as Lot 196 on the plat of Ducker West at Biltmore Park; thence with the Eastern line of Lot 196 North 26 degrees 56 minutes 13 seconds West 77.54 feet to an existing iron pin; thence North 66 degrees 58 minutes 55 seconds West 122.88 feet to an existing iron pin; thence North 48 degrees 48 minutes 42 seconds West 110.62 feet to an existing iron pin; thence North 02 degrees 24 minutes 40 seconds East 152.24 feet to an existing iron pin at the Northeast corner of Lot 196 and the Southeast corner of the property of The Broadlands Company, LLC, described in the deed recorded in Book 3496 at Page 314 and shown as Lot 197 on the plat of Ducker West at Biltmore Park; thence with the Eastern line of Lot 197 North 11 degrees 16 minutes 06 seconds East 187.66 feet to an existing iron pin at the Northeast corner of Lot 197 and the Southeast corner of the property of The Broadlands Company, LLC, described in the deed recorded in Book 3496 at Page 316 and shown as Lot 198 on the plat of Ducker West at Biltmore Park; thence with the Eastern line of Lot 198 North 33 degrees 19 minutes 49 seconds East 190.65 feet to an existing iron pin at the Northeast corner of Lot 198 and the Southeast corner of Lot 199 as shown on the plat of Ducker West at Biltmore Park; thence with the Eastern line of Lot 199 North 27 degrees 39 minutes 15 seconds East 201.35 feet to an existing concrete monument at the most Eastern corner of Lot 199

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as shown on the plat of Ducker West at Biltmore Park; thence continuing with the Eastern line of Lot 199 North 48 degrees 15 minutes 03 seconds West 248.09 feet to an existing iron pin at the Northeast corner of Lot 199 and the Southeast corner of Lot 200 as shown on the plat of Ducker West at Biltmore Park; thence with the Eastern line of Lot 200 North 48 degrees 15 minutes 03 seconds West 265.23 feet to an existing iron pin at the Northeast corner of Lot 200 and the Eastern most corner of the property of Douglas and Kirsten Smith as described in the deed recorded in Book 3737 at Page 889 and shown as Lot 201 on the plat of Ducker West at Biltmore Park; thence with the Northeastern line of Lot 201 North 48 degrees 15 minutes 03 seconds West 186.75 feet to an existing concrete monument at the Northernmost corner of Lot 201; thence South 49 degrees 29 minutes 45 seconds West 53.65 feet to an existing iron pin at the Northernmost corner of the property of The City of Asheville as described in the deed recorded in Book 3503 at Page 618 and shown on the plat for the Regional Water Authority recorded in Plat Book 88 at Page 186, which said property is for the one story brick building which contains a pump station for waterlines of Biltmore Park; thence continuing with said property of The City of Asheville South 49 degrees 29 minutes 45 seconds West 37.18 feet to an existing iron pin, the Westernmost corner of said City of Asheville property, said corner also being in the Southern margin of the right-of-way of Golden Eagle Drive as shown on the plat of Ducker West at Biltmore Park; thence crossing Golden Eagle Drive North 28 degrees 33 minutes 55 seconds West 45.99 feet to an existing iron pin in the Northern margin of the right-of-way of Golden Eagle Drive and the Easternmost corner of the Thomas B. Bailey property as described in the deed recorded in Book 3437 at Page 386 and shown as Lot 202 on the plat of Ducker West at Biltmore Park; thence with the Northeast line of the Bailey property North 49 degrees 49 minutes 54 seconds West 298.86 feet to an existing iron pin at the Northernmost corner of Lot 202, said iron pin also being located in the Southern margin of the right-of-way of Schenck Parkway; thence crossing said right-of-way North 44 degrees 45 minutes 30 seconds West 60.01 feet to an existing iron pin in the Northern margin of the right-of-way of Schenck Parkway; thence leaving said right-of-way North 44 degrees 45 minutes 30 seconds West 34.72 feet to an existing iron pin in the Southern boundary of the property of United States of America on which the Blue Ridge Parkway is located, said property being described in the deed recorded in the Buncombe County Register of Deeds office in Deed Book 862 at Page 200, said tract of United States of America being Exception 3 of that property described in the Biltmore Dairy Farms, Inc., deed recorded in Deed Book 1222 at Page 645 of the Buncombe County Registry; thence with the line of United States of America North 45 degrees 12 minutes 40 seconds East 274.89 feet to an existing 4 inch concrete monument, said monument being designated as N.P.S. Monument 2R59 in the deed recorded in Deed Book 862 at Page 200; thence continuing with said line North 09 degrees 09 minutes 29 seconds West 1195.89 feet to an existing 4 inch concrete monument, said monument being designated as N.P.S. Monument 2R58 in the deed recorded in Deed Book 862 at Page 200; thence continuing with the line of United States of America North 05 degrees 37 minutes 52 seconds East 926.60 feet to an existing 4 inch concrete monument, said monument being designated as N.P.S. Monument 2R57 in the deed recorded in Deed Book 862 at Page 200; thence continuing with said line North 22 degrees 48 minutes 43 seconds East 1214.19 feet to a point in said line; thence continuing with said line and crossing Dingle Creek North 22 degrees 48 minutes 43

seconds East 1409.93 feet to an existing 4 inch concrete monument, said monument being designated as N.P.S. Monument 2R55 in the deed recorded in Deed Book 862 at Page 200; thence continuing with said line North 79 degrees 08 minutes 02 seconds East 3020.98 feet to an existing iron pin in the Southern line of the property located within the Biltmore Forest Town limits; thence continuing with the line of United States of America North 79 degrees 08 minutes 02 seconds East 22.33 feet to an existing 4 inch concrete monument, said monument being designated as N.P.S. Monument 2R54 in the deed recorded in Deed Book 862 at Page 200; thence continuing with said line North 79 degrees 07 minutes 04 seconds East 1543.74 feet to an existing 4 inch concrete monument, said monument being designated as N.P.S. Monument 2R53 in the deed recorded in Deed Book 862 at Page 200; thence continuing with said line and crossing the Southern end of the right-of-way of Valley Springs Road as referenced on the plat recorded in Plat Book 68 at Page 79 North 87 degrees 28 minutes 14 seconds East 494.67 feet to an existing iron pin at the West edge of the 50 foot right-of-way for Valley Springs Road as shown on the plat recorded in Plat Book 68 at Page 79; thence continuing with said line North 87 degrees 28 minutes 14 seconds East 5.16 feet to a point on the West edge of the proposed 40 foot wide right-of-way for Valley Springs Road; thence continuing with said line North 87 degrees 28 minutes 14 seconds East 41.26 feet to a point in the Eastern edge of the proposed 40 foot right-of-way for said road; thence North 87 degrees 28 minutes 14 seconds East 5.16 feet to an existing iron pin in the Eastern edge of the 50 foot right-of-way for Valley Springs Road as shown on the plat recorded in Plat Book 68 at Page 79; thence leaving said right-of-way and continuing with said line North 87 degrees 28 minutes 14 seconds East 653.88 feet to an existing 4 inch concrete monument, said monument being designated as N.P.S. Monument 2R52 in the deed recorded in Deed Book 862 at Page 200, said monument being located South 06 degrees 53 minutes 00 seconds West 184.20 feet from an existing 4 inch concrete monument, said monument being designated as N.P.S. Monument 2R51 in the deed recorded in Deed Book 862 at Page 200, said monument (N.P.S. Monument 2R52) being located in the West line of the Deerfield Episcopal Retirement Community, Inc., property as described in the deed recorded in Deed Book 1860 at Page 143 in the Buncombe County Registry; thence leaving the line of the property of United States of America and with the West line of the Deerfield Episcopal Retirement Community, Inc. property South 06 degrees 54 minutes 39 seconds West 896.31 feet to the point and place of beginning, containing 909.804 acres more or less and being a portion of the property of Biltmore Farms, Inc. as described in the Biltmore Dairy Farms, Inc., deed recorded in Deed Book 1222 at Page 645 of the Buncombe County Registry and shown on a survey by Webb A. Morgan & Associates, P.A., dated October 26, 2004, (Job File No. 95045-D-1056).

Excepting from the above-described tract the following exception:

Excepting and excluding, however, from the above-described property the following interior tract of land consisting of 84.714 acres being the area known as the old Lance Tract and being the aggregate of the lands described in a deed from R. A. Walker and wife to Martin L. Lance dated January 28, 1887, and recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Deed Book 57 at Page 453;

and in a deed from Joseph R. Lance and wife to Martin L. Lance dated November 9, 1896, and recorded in said registry in Deed Book 56 at Page 551, said exception being described as Exception 1 in that deed of Biltmore Farms, Inc., property recorded in Deed Book 1222 at Page 645 of said registry, and shown hereon on Sheets 5, 6, 8, and 9 and described as follows:

Beginning on an existing stone corner with N.C. Grid Coordinates of N = 656344.72, E = 948054.45 (N.A.D. 1927), said corner being the Southeasternmost corner of the Thomas W. and Olivia Daniels Cunningham property as described in the deed recorded in Deed Book 914 at Page 518 of the Buncombe County Registry, said corner also marks the Southeasternmost corner of that property described in the above-referenced deed recorded in Deed Book 56 at Page 551, said corner being located North 82 degrees 12 minutes 33 seconds West 807.77 feet from an existing iron pin at the Southwest corner of the Cynthia Annette and James R. Phillips, Jr., property as described in the deed recorded in Deed Book 1819 at Page 443 of the Buncombe County Registry, said Southwest corner of the Phillips property being also a corner in the East line of the property of Biltmore Farms, Inc. as described in the deed recorded in Deed Book 1222 at Page 645 of said registry and runs thence from the beginning corner thus established and with the South line of the Cunningham property and the South line of the Robert E. Powell Revocable Trust property as described in the deed recorded in Book 2259 at Page 433 and the South line of that property of Brian R. and Shelly W. Davis as described in the deed recorded in Book 2055 at Page 452 of the Buncombe County Registry North 83 degrees 19 minutes 32 seconds West 960.67 feet to an existing stone corner in said above-referenced Davis line; thence continuing with the Davis line and the property of Robert B. and Teresa C. Hayes described in the deed recorded in Book 2883 at Page 559 North 83 degrees 42 minutes 49 seconds West 241.19 feet to an existing  $\frac{3}{4}$  inch iron pipe at the Southeast corner of the S. Ross and Gwin S. Jones property as described in the deed recorded in Book 3420 at Page 216 in said registry; thence with the line of Jones property North 82 degrees 58 minutes 09 seconds West 589.81 feet to an existing stone corner at the Southwest corner of the Jones tract, said stone corner also marks the Southwesternmost corner of that property described in the above-referenced deed of the Martin L. Lance property recorded in Deed Book 56 at Page 551 of the Buncombe County Registry; thence with the West line of the Jones property North 24 degrees 45 minutes 24 seconds East 239.87 feet to an existing iron pin at the common corner of the Jones property and the property of Robert Lamonte and Sylvia Inez Cox as described in the deed recorded in Book 2422 at Page 427 of the Buncombe County Registry; thence North 24 degrees 45 minutes 59 seconds East 24.43 feet to an existing iron pin in the West line of the Cox property; thence continuing with the West line of the Cox property North 09 degrees 10 minutes 22 seconds East 155.87 feet to an existing iron pipe, the common corner of the Cox property and the property of Stephen Hugh and Marsha B. Cole as described in the deed recorded in Deed Book 1588 at Page 39 in the Buncombe County Registry; thence with the West line of the Cole property North 08 degrees 55 minutes 40 seconds East 140.76 feet to an existing iron pin in said line, said iron pin being located on the East edge of a small branch; thence continuing with the West line of the Cole property North 15 degrees 07 minutes 44 seconds West 251.00 feet to an existing iron pipe on the South bank of Dingle Creek; thence continuing with said line

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North 15 degrees 07 minutes 44 seconds West 9.99 feet to a point in Dingle Creek, said point marks the Northwest corner of the Cole property and the Southwest corner of the Chin Hwan Yu and Suk Chong Yu property described in the deed recorded in Book 3466 at Page 277 of the Buncombe County Registry; thence with the West line of the Yu property North 15 degrees 08 minutes 28 seconds West 148.52 feet to a point in Dingle Creek; thence leaving Dingle Creek North 06 degrees 33 minutes 52 seconds East 24.99 feet to an existing iron pin; thence North 06 degrees 33 minutes 52 seconds East 476.39 feet passing the Northernmost corner of the Yu property to an existing iron pipe in the West line of the property of Bernice Lance Hull as described in the deed recorded in Deed Book 1533 at Page 453 of the Buncombe County Registry; thence with the West line of the Hull property and the property of Max G. and Alice C. Lance as described in the deed recorded in Deed Book 1300 at Page 597 in the Buncombe County Registry North 02 degrees 56 minutes 24 seconds East passing the Northwest corner of the Hull property 869.29 feet to an existing iron pin in the West line of the Lance property; thence continuing with the West line of the Lance property and the Richard M. and Susan L. Pack property as described in the deed recorded in Deed Book 1772 at Page 210 of the Buncombe County Registry and the West line of another tract of land owned by Max Garland and Alice Creasman Lance as described in the deed recorded in Deed Book 753 at Page 54 North 02 degrees 56 minutes 24 seconds East 723.62 feet to an existing iron pin at the Northwest corner of the Lance tract (Deed Book 753 at Page 54), said iron pin also marks the Northwest corner of the Martin L. Lance property described in the above-referenced deed recorded in Deed Book 57 at Page 453 hereinabove referenced, said iron pin being located South 09 degrees 06 minutes 13 seconds East 509.82 feet from an existing iron pin in the Southern line of the Biltmore Forest Town Limits defined as Station "X-76" of the property described in the deed recorded in Deed Book 295 at Page 476 in the Buncombe County Registry; thence with the North line of the Lance property (Deed Book 753 at Page 54) and the North line of the Robert A. and Ann B. Harroff property as described in the deed recorded in Deed Book 876 at Page 30 South 81 degrees 03 minutes 36 seconds East 722.93 feet to an existing 2 inch iron pipe filled with concrete at the Northeast corner of the Harroff property, said iron pipe also marks the Northeast corner of the Martin L. Lance property described in the deed recorded in Deed Book 57 at Page 453 of said registry; thence with the East line of the Harroff property South 02 degrees 43 minutes 58 seconds West 616.11 feet to an existing iron pipe; thence continuing with the East line of the Robert A. and Ann B. Harroff property described in the deed recorded in Deed Book 999 at Page 227 of the Buncombe County Registry and the Lance property (Deed Book 1300 at Page 597 and Deed Book 1413 at Page 89) South 03 degrees 02 minutes 33 seconds West 794.40 feet to an existing iron pin in the East line of the Lance property (Deed Book 1413 at Page 89) of the Buncombe County Registry; thence continuing with the East line of said Lance property South 03 degrees 17 minutes 13 seconds West 155.18 feet to an existing PK nail, a common corner of the Lance tract and The Alexander Family Trust property (Robert M. and Frances B. Alexander, Co-Trustees) as described in the deed recorded in Book 2049 at Page 218 of the Buncombe County Registry, said nail marks a point on the Northern line of that property described in the deed recorded in Deed Book 56 at Page 551; thence with the North line of the Alexander property and that property of Robert T. and Shari L. Hayes as described in the deed recorded in Book 2300 at Page 467 and that property of Donald B.

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and Frances A. Hensley as described in the deed recorded in Deed Book 1584 at Page 538 of the Buncombe County Registry South 83 degrees 51 minutes 36 seconds East 1124.53 feet to an existing 2 inch iron pipe filled with concrete at the Northeast corner of the Hensley property, said corner also marks the Northeasternmost corner of the property described in the deed recorded in Deed Book 56 at Page 551; thence with the East line of the Hensley property South 05 degrees 55 minutes 08 seconds West 188.96 feet to an existing iron pin, the common corner of the Hensley property and that property of Anthony and Cathy B. Walgate as described in the deed recorded in Book 2942 at Page 590 of the Buncombe County Registry; thence with the East line of the Walgate property South 05 degrees 56 minutes 19 seconds West 110.21 feet to an existing iron pin in said line; thence continuing with the East line of the Walgate property and the East line of the Matt and Julie Mores property as described in the deed recorded in Book 2850 at Page 585 South 06 degrees 20 minutes 29 seconds West 463.50 feet to an existing iron pipe on the North bank of Dingle Creek at the common corner of Mores and that property of Gene M. and Nancy P. May as described in the deed recorded in Deed Book 1825 at Page 313 of the Buncombe County Registry; thence with the East line of the May property and crossing Dingle Creek South 07 degrees 12 minutes 26 seconds West 194.08 feet to an existing iron pipe, the common corner of the May property and the Thomas W. and Olivia Cunningham property as described in the deed recorded in Deed Book 914 at Page 518 of the Buncombe County Registry; thence with the East line of the Cunningham property South 06 degrees 35 minutes 55 seconds West 483.60 feet to the point and place of beginning.

Bearings in the above descriptions are N.C. Grid bearings. Distances in the above description are N.C. Grid lengths. To obtain horizontal lengths, distances shown must be divided by a combined scale and sea level factor of 0.9997832.

**EXHIBIT "B"**

**Land Subject to Annexation**

Real property located within five miles of the real property described on Exhibit A, land initially submitted, to this Community Charter.

**Note to clerk and title examiners:**

**This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplement in accordance with Chapter 16.**

## EXHIBIT "C" Initial Rules

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Chapter 5, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Unit under one set of circumstances, the same thing may be disapproved for another Unit under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following shall apply to all of Ramble until such time as they are modified pursuant to the Charter.

**1. General.** Ramble shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Founder to assist in the sale of property described in Exhibit "A" or "B," offices for any property manager retained by the Association, or business offices for the Founder or the Association) consistent with this Charter and any Supplement.

**2. Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within Ramble:

(a) Parking any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area, and such vehicles, equipment, and other items may be parked in a driveway for a period not to exceed 24 hours as reasonably necessary to allow it to be washed and cleaned. Semi-tractors and trucks over one ton capacity are prohibited within the Community except in conjunction with the provision of services to a Unit during normal business hours;

(b) Raising, breeding, or keeping animals except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law. Owner shall be responsible for ensuring all waste deposited by their pet is collected from the Unit and the Common Area. No pet food shall be left on the outside portion of a Unit;

(c) Any activity that emits foul or obnoxious odors outside the Unit or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Units;

## (ATTACHMENT)

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units or which the Association determines to be detrimental to the best interests of Ramble;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Unit;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(k) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(l) On-site storage of fuel, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Chapter 5;

(m) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Ramble or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(n) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Chapter 5;

(o) Any modification of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Chapter 5 of the Charter. This shall include, without limitation, basketball hoops, and swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; hedges, walls, dog runs, animal pens, or fences of any kind;

(p) The installation on the outside portions of the Unit, whether such portion is improved or unimproved, of:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

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(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals

shall be permitted on Units, subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with applicable law, to minimize obtrusiveness as viewed from streets and adjacent property. Founder and/or the Association shall have the right, without obligation, to erect one or more aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Ramble, should any master system or systems be utilized by the Association and require such exterior apparatus.

(q) Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, or elsewhere within Ramble, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Founder may dump and bury rocks and trees removed from a building site on such building site;

(r) Obstructing or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Founder and the Association shall have such right; provided, the exercise of such right shall not unreasonably interfere with the use of any Unit without the Owner's consent;

(s) Any garage sale, moving sale, rummage sale, or similar activity; and

(t) Capturing, trapping, or killing of wildlife within Ramble, except in circumstances posing an imminent threat to the safety of persons using Ramble; provided, the Founder and the Association, and any of their respective designees, shall have the right, but not the obligation to, capture, trap, and kill wildlife within Ramble which pose a threat to life or property or a nuisance; and

(u) Operation of motorized vehicles on pathways or trails maintained by the Association.

**3. Prohibited Conditions.** The following shall be prohibited at Ramble:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Ramble; and

(b) Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated, or otherwise fallen into disrepair.

**EXHIBIT "D"**

**BY-LAWS  
OF  
RAMBLE COMMUNITY ASSOCIATION, INC.**



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**BY-LAWS**  
**OF**  
**RAMBLE COMMUNITY ASSOCIATION, INC.**

**Article 1**  
**Name, Principal Office, and Definitions**

**1.1. Name.**

The name of the corporation is Ramble Community Association, Inc. (the "Association").

**1.2. Principal Office.**

The Association's principal office shall be located in Buncombe County, North Carolina. The Association may have such other offices as the Board may determine or as the Association's affairs require.

**1.3. Definitions.**

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meaning ascribed to them in the Community Charter for Ramble recorded by Ramble Biltmore Forest, LLC, a North Carolina limited liability company, in the public records of Buncombe County, North Carolina, as it may be amended (the "Charter"). The term "majority," as used in these By-Laws, means those votes, Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

**Article 2**  
**Membership: Meetings, Quorum, Voting, Proxies**

**2.1. Membership.**

The Association shall have two classes of membership, Owner Membership and Founder Membership, as more fully set forth in the Charter. Provisions of the Charter pertaining to membership are incorporated by this reference.

**2.2. Place of Meetings.**

The Association shall hold meetings at the Association's principal office or at such other suitable place the Board may designate.

**2.3. Association Meetings.**

**(a) General.** The first Association meeting, whether a regular or special meeting, shall be held within one year after the Association's incorporation.

**(b) Annual Meetings.** The Board shall schedule regular annual meetings to occur within 90 days before or after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine.

**(c) Special Meetings.** The President may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution or upon a written petition of Members representing at least 10% of the total votes in the Association.

**2.4. Notice of Meetings.**

The President, the Secretary, or the officers or other persons calling a meeting of the Members shall deliver or cause to be delivered to each Member entitled to vote at such meeting a written notice stating the place, day, and hour of the meeting. In the case of a special meeting or when otherwise required by statute, the Charter, or these By-Laws, the purpose or purposes for which the meeting is called shall also be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 10.5, at least 10 but not more than 60 days before the date of such meeting. In addition, the Board shall notify the Members of each Board meeting by posting notice of the meeting in a conspicuous place within Ramble at least 48 hours in advance of the meeting.

**2.5. Waiver of Notice.**

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**2.6. Quorum.**

Except as these By-Laws or the Charter otherwise provide, the presence of Members representing 20% of the total votes in the Association shall constitute a quorum at all Association meetings and the vote of Members representing a majority of the total eligible votes cast shall constitute the action of the Members.

**2.7. Voting.**

Members shall have such voting rights as are set forth in the Charter, which provisions are specifically incorporated by this reference.

**2.8. Proxies.**

A Member may cast his or her vote on any matter in person or by proxy, subject to the limitations of North Carolina law and subject to any specific provision to the contrary in the Charter or these By-Laws.

Every proxy shall be in writing, shall identify the Unit for which it is given, shall be signed by the Member or the Member's duly authorized attorney-in-fact, and shall be dated and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provided otherwise, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

A proxy is effective only for the specific meeting for which it was originally given, as such meeting lawfully may be adjourned and reconvened, and automatically expires 90 days after the date of the meeting for which it was originally given. Every proxy is revocable at any time at the pleasure of the Member who executes the proxy.

**2.9. Adjournment of Meetings.**

If any Association meeting cannot be held because a quorum is not present, the Members representing a majority of the votes present at such meeting may adjourn the meeting to a time at least five but not more than 30 days from the scheduled date of the original meeting. At the reconvened meeting, the quorum requirement shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of quorum. If such quorum is present at the reconvened meeting, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Members of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

**2.10. Conduct of Meetings.**

The President or a Board-approved designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Association's books.

**2.11. Action Without a Meeting.**

Any action required by the Charter, the Articles, or North Carolina law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if 100% of the Members entitled to vote on such action sign a written consent specifically authorizing the proposed action. The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all Members for action authorized pursuant to this section to be valid. Members shall sign, date, and deliver such consents to the Association within 60 days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file (or cause to be filed) such consents with the Association's minutes and the consents shall have the same force and effect as a vote of the Members at a meeting.

**Article 3**  
**Board of Directors: Selection, Meetings, Powers**

**A. Composition and Selection.**

**3.1. Governing Body; Qualifications.**

The Board shall govern the Association's affairs. Each director shall have one vote. Except with respect to directors appointed by the Founder Member, directors shall be Owners or residents. However, no Owner and resident representing the same Unit may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Unit within Ramble.

If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a director unless a written notice to the Association signed by the Owner specifies otherwise. However, no Owner may have more than one such representative on the Board at a time except in the case of directors the Founder Member appoints.

**3.2. Number of Directors.**

The Board shall consist of three to seven directors, as provided in Section 3.3.

**3.3. Selection of Directors; Term of Office.**

**(a) Initial Board.** The initial Board shall consist of the three directors identified in the Articles of Incorporation, who shall serve until their successors are appointed or elected as provided in this Section.

**(b) Directors During Founder Control Period.** Except as otherwise provided in this subsection, the Founder Member may appoint, remove, and replace Board members until termination of the Founder Control Period. During such period, the Members shall be entitled to elect a minority of the total number of directors according to the following schedule (directors elected by the Members are referred to as "Owner Directors"):

(i) Within 60 days after the time that Owners other than Builders own 25% of the maximum number of Units permitted for the property described in the Master Plan or whenever the Founder earlier determines, the President shall call for an election by which the Members shall be entitled to elect one of the three directors. The remaining directors shall be appointees of the Founder. The Owner Director shall be elected for a term of two years or until the happening of the event described in subsection (b)(ii) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b)(ii), a successor shall be elected for a like term.

(ii) Within 60 days after the time that Owners other than Builders own 50% of the maximum number of Units permitted for the property described in the Master Plan or whenever the Founder earlier determines, the Board shall be increased to five directors and the President shall call for an election by which the Members, as a group, shall be entitled to elect two of the five directors, who shall be elected at large. The Founder shall appoint the remaining three directors. The Owner Directors shall be elected for a term of two years or until the happening of the event described in subsection (c)(i) be-

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low, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c)(i) below, successors shall be elected for a like term.

**(c) Directors After the Founder Control Period.**

(i) Not later than termination of the Founder Control Period, the Board shall be increased to seven directors. The President shall call for an election by which the Members shall be entitled to elect six directors. Three directors shall be elected to serve until the second annual meeting following their election and three directors shall be elected to serve until the third annual meeting following their election, as such directors determine among themselves.

(ii) The Founder shall be entitled to appoint, remove, and replace the seventh director until termination of the Founder Membership, at which time the director appointed by the Founder shall resign. The remaining directors shall be entitled to appoint a successor to fill the vacancy until the next annual meeting, at which time the Members, voting at large, shall be entitled to elect a successor who shall be elected for a term of two years.

(iii) Upon expiration of the term of office of each Owner Director, the Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Owner Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

The diagram below illustrates the concept of transition of control of the Board during and after the Founder Control Period.

<b>TRANSITION OF CONTROL OF BOARD OF DIRECTORS</b>				
<b>Initial Board</b>	<b>25% of Total Units Conveyed</b>	<b>50% of Total Units Conveyed</b>	<b>Termination of Founder Control Period</b>	<b>Termination of Founder Membership</b>
Founder	Owner	Owner	Owner	Owner
Founder	Founder	Owner	Owner	Owner
Founder	Founder	Founder	Owner	Owner
		Founder	Owner	Owner
		Founder	Owner	Owner
			Owner	Owner
			Founder	Owner

**3.4. Nomination and Election Procedures.**

**(a) Nomination of Candidates.** At least 30 days prior to any election of directors by the Members, the Board shall appoint a Nominating Committee consisting of a chairman, who shall be a Board member, and three or more Owners or representatives of Owners. The Nominating Committee shall serve a term of one year or until its successors are appointed. The names of the Nominating Committee members shall be announced in the notice of each election.

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In preparation for each election, the Nominating Committee shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Members at such election. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates. Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

**(b) Election Procedures.** At each election, voting shall be by written ballot. Each Member may cast all votes assigned to the Units it represents for each position to be filled from any slate of candidates on which such Member is entitled to vote.

In the event of a tie vote on any slate, the Board may resolve the tie by re-vote, coin flip, or in any other manner it determines to be fair under the circumstances.

**3.5. Removal of Directors and Vacancies.**

Any Owner Director may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Members, the Members entitled to elect the removed director shall elect a successor for the remainder of the term of such director.

At any meeting at which a quorum is present, a majority of the directors may remove any Owner Director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or resides in a Unit owned by an Owner who is so delinquent) in the payment of any assessment or other charge due the Association. The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of an Owner Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship shall elect a successor for the remainder of the term.

This Section shall not apply to directors the Founder appoints. The Founder may appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Founder.

**B. Meetings.**

**3.6. Organizational Meetings.**

The Board shall hold an organizational meeting within 10 days following each annual Association meeting at such time and place as the Board shall fix.

### **3.7. Regular Meetings.** (ATTACHMENT)

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

### **3.8. Special Meetings.**

The President, Vice President, or any two directors may call a special meeting of the Board.

### **3.9. Notice; Waiver of Notice.**

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall notify each director of meetings by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. The Board shall deposit notices sent by first class mail into a United States mailbox at least five business days before the day of the meeting. The Board shall give notices by personal delivery, telephone, or electronic communication at least 72 hours before the time set for the meeting.

(b) The Board shall notify the Members of each Board meeting by either: (i) posting notice of the meeting in a conspicuous place within Ramble at least 48 hours in advance of the meeting; (ii) publication of a schedule of the Board meetings in a newspaper, newsletter, on a community intranet or website, or by similar means at least seven days prior to the meeting; or (iii) mailing notice of the meeting to each Member.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

### **3.10. Telephonic Participation in Meetings.**

Members of the Board or any committee the Board designates may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence at such meeting.

### **3.11. Quorum of Board.**

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present

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shall constitute the Board's decision, unless North Carolina law, these By-Laws, or the Charter specifically provide otherwise. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.

### **3.12. Conduct of Meetings.**

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association's records.

### **3.13. Open Meetings; Executive Session.**

(a) Subject to the provisions of Section 3.13(b) and Section 3.14, all Board meetings shall be open to all Members, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as proposed, pending, or threatened litigation, or other matters specified by law.

### **3.14. Action Without a Formal Meeting.**

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if the directors sign a written consent, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

## **C. Powers and Duties.**

### **3.15. Powers.**

The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or North Carolina law require to be done and exercised exclusively by the membership generally.

### **3.16. Duties.**

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Owner's share of the Common Expenses and any Service Area Expenses;

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- (b) levying and collecting assessments and Community Enhancement Contributions from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility consistent with the Community-Wide Standard;
- (d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) opening bank accounts on the Association's behalf and designating the signatories required;
- (f) depositing all funds received on the Association's behalf in a bank depository which it shall approve and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;
- (g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;
- (h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Charter;
- (i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (j) paying the cost of all services rendered to the Association;
- (k) keeping a detailed accounting of the Association's receipts and expenditures;
- (l) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 10.4;
- (m) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by North Carolina law, the Articles, and these By-Laws;
- (n) cooperating with the Foundation in carrying out its purposes, responsibilities, and activities;
- (o) cooperating with any other homeowner associations, residential owners, and non-residential owners in upholding the Community-Wide Standard;
- (p) carrying out responsibilities pursuant to any covenant to share costs and pursuant to any agreement the Association enters into; and
- (q) providing or providing for information and training classes designed to educate Owners of the nomination, election, and voting process.

**Article 4**  
**Transition from Founder to Owner Control**

**4.1. Transition Process.**

Transition is a process by which control of the Board gradually shifts from the Founder to the Owners, as described in Section 3.3. The process concludes upon termination of the Founder Control Period, when the Members will elect the majority of the Board. At that time, the Owners, through the Board, will take responsibility for fulfilling the Association's responsibilities and exercising the Association's authority under the Governing Documents without the direct guidance or involvement of the Founder or Founder-appointed directors.

**4.2. Education and Communication.**

In anticipation of termination of the Founder Control Period, the Founder Member shall communicate with the Owners regarding the transition process, the anticipated timeline for transition, what to expect during and after the transition, and opportunities for Owner participation. Such communication shall be in writing and through one or more "town hall" meetings at which Owners have the opportunity to ask and obtain answers to questions in order to gain a better understanding of the transition process.

**4.3. Transition Committee.**

**(a) Appointment; Purpose.** At least six months prior to termination of the Founder Control Period, the Founder Member shall establish a Transition Committee comprised of five to seven members all of whom shall be Owners. The purpose of the Transition Committee shall be (i) to involve the Owners in facilitating a smooth transition of control of the Board from directors appointed by the Founder Member to directors elected by the Members, and (ii) to help prepare the Board and the Owners to assume responsibility for carrying on Association operations once the Founder and its representatives are no longer directly involved.

**(b) Organizational Meeting.** The Founder shall call for a meeting of the Transition Committee within 30 days after its appointment. At such meeting, the Founder shall explain the transition process, advise the Transition Committee of its responsibilities, and facilitate the election of a chairperson from among the members of the Transition Committee. The Transition Committee shall establish a meeting schedule and a schedule for completing necessary tasks prior to the termination of the Founder Control Period. It may appoint such subcommittees as it deems appropriate to assist it in performing its responsibilities. Each subcommittee shall be chaired by a member of the Transition Committee and shall consist of at least two Owners.

**(c) Responsibilities.** The Transition Committee, with the assistance of such subcommittees as it may appoint pursuant to subsection (b), shall conduct a review and analysis of Association properties, facilities, records, and operations to familiarize itself with the history and status of such matters and make recommendations as to matters requiring future action. It shall prepare a report setting forth its findings and recommendations for distribution to the Owners and presentation to the newly-elected Board upon termination of the Founder Control Period. The Board will use such report to assist in understanding the scope of its responsibilities and as a planning tool. Specific areas to be addressed in the report shall include:

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(i) the condition of Association property and facilities, identifying any immediate maintenance, repairs, or improvements needed and suggesting a proposed schedule for short and long-term maintenance, repairs, and replacements;

(ii) the financial condition of the Association, including the status of any outstanding accounts receivable and actions being taken to collect them, the adequacy of the Association's budgets and sufficiency of reserves, and the status of the Association's tax filings, tax liability, if any, and tax reporting responsibilities;

(iii) the nature and extent of insurance policies which the Association is required to maintain, the adequacy of current coverage and limits, renewal dates for all insurance policies, and the status of any pending insurance claims; and

(iv) the status of Association records and legal matters, identifying all existing contracts, permits, licenses, and warranties, if any, noting their expiration dates and making any recommendations as to their renewal; reporting on the status of title to all Common Areas; reporting on the status of any pending lawsuits; and making recommendations as to any proposed changes or amendments to the Governing Documents that the Transition Committee feels are appropriate or advisable.

**(d) Communication.** The Transition Committee shall report to the Board at least monthly on the status of its work.

**(e) Board Action.** Upon termination of the Founder Control Period and election of a new Board pursuant to Section 3.3(c), the Board shall review the Transition Committee's report and meet with the Transition Committee to discuss the Committee's findings and recommendations. It shall then use the Transition Committee's report as a planning tool in carrying out its responsibilities under the Governing Documents.

**4.4. Professional Assistance.**

The Board may, as a Common Expense, retain industry professionals, including association managers, attorneys, engineers, and accountants, as it deems necessary or appropriate to assist the Board in preparing for transition and to assist the Transition Committee in conducting its review.

**Article 5  
Officers**

**5.1. Officers.**

The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**5.2. Election and Term of Office.**

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Association, to serve until their successors are elected.

**5.3. Removal and Vacancies.**

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

**5.4. Powers and Duties.**

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Association's budgets as provided for in the Charter, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**5.5. Resignation.**

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

**Article 6  
Committees**

**6.1. General.**

In addition to the Transition Committee appointed pursuant to Article 4, the Board may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

**6.2. Covenants Committee.**

In addition to any other committees that the Board may establish pursuant to Section 6.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Owners who shall not be officers, directors, or employees of the Association. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article 9 of these By-Laws. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

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**6.3. Service Area Committees.**

The Owners within any Service Area which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Association provide to the Service Area, over and above those services which the Association provides to all Units within Ramble. A Service Area Committee, if elected, shall consist of three Owners of Units in the Service Area; however, if approved by the vote of at least 51% of the Owners of Units within the Service Area, the number may be increased to five.

Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an *ex officio* member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Meetings of a Service Area Committee shall be open to all Owners of Units in the Service Area and their representatives. Members of a Service Area Committee may act by unanimous written consent in lieu of a meeting.

**Article 7**  
**Standards of Conduct; Liability and Indemnification**

**7.1. Standards for Directors and Officers.**

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

In performing their duties, directors and officers shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under North Carolina law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the corporation and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under North Carolina law.

**7.2. Liability.**

(a) A director or officer shall not be personally liable to the Association, any Member, or any other Person for any action taken or not taken as a director or officer if he or she has acted in accordance with Section 7.1.

(b) Pursuant to the business judgment rule, a director also shall not be personally liable for any action taken or not taken as a director if the director:

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(i) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(ii) affirmatively undertakes to make decisions which are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;

(iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he has a conflict of interest (beyond that which all directors have by virtue of their ownership or occupancy of a Unit); and

(iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

(c) The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be Members).

### 7.3. Indemnification.

Subject to the limitations of North Carolina law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under North Carolina law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Association;

(ii) intentional misconduct or knowing violation of the law;

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**7.4. Advancement of Expenses.**

In accordance with the procedures and subject to the conditions and limitations set forth in North Carolina law, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

**7.5. Board and Officer Training.**

The Board may conduct or provide for seminars and continuing educational opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors. Such programs may include instruction on applicable North Carolina corporate and fiduciary law principles, other issues relating to administering community affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. Each newly elected officer and director shall be encouraged to complete a training seminar within the first six months of assuming such position. The seminar may be live, video or audiotape, or in other format. The cost of such seminar shall be a Common Expense.

The Board also may provide, or provide for, Owner and resident education designed to foster a better understanding of Ramble's governance and operations, and leadership training classes designed to educate Owners of the nomination, election, and voting processes and the duties and responsibilities of directors and officers.

**Article 8  
Management and Accounting**

**8.1. Compensation of Directors and Officers.**

The Association shall not compensate directors and officers for acting as such unless Members representing a majority of the total votes in the Association approve such compensation at an Association meeting. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

**8.2. Right of Founder Member to Disapprove Actions.**

So long as there is a Founder Membership, the Founder Member shall have a right to disapprove any action, policy, or program of the Association, the Board and any committee which, in the Founder Member's sole judgment, would tend to impair rights of the Founder or Builders under the Charter or these By-Laws, interfere with development or construction of any portion of Ramble, or diminish the level of services the Association provides. The Board shall not implement any action, policy, or program subject

## (ATTACHMENT)

to the right of disapproval set forth herein until and unless the requirements of this Section have been met.

**(a) Notice.** The Association shall give the Founder Member written notice of all meetings of the membership, the Board, and committees and any actions proposed to be taken by any of them by written consent in lieu of a meeting. The Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Founder Member has registered with the Association. Such notice shall comply as to Board meetings with Section 3.9, and shall, except in the case of regular Board meetings pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

**(b) Opportunity to be Heard.** At any such meeting, the Association shall give the Founder Member the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

The Founder Member, its representatives, or its agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Founder Member, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

The Founder Member may use this right to disapprove to block proposed actions but shall not use it to require any action or counteraction of any committee, the Board, or the Association. The Founder Member shall not use its right to disapprove to reduce the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

### **8.3. Managing Agent.**

The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Founder or any Founder Affiliate as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Board meetings.

Except for a contract which was not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing (as provided in the North Carolina Planned Community Act), the Owners may not terminate a management contract during the Founder Control Period. Unless the Board otherwise grants such right, or unless the management contract otherwise provides, the Board may act in its discretion with respect to executing and terminating management contracts during the Founder Control Period. After the Founder Control Period terminates, the Association may not terminate any management contract, or retain a new managing agent, without the approval of Members

representing a majority of the Association's total votes. In addition, the Founder's consent shall be required.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest which it may have in any firm providing goods or services to the Association.

**8.4. Accounts and Reports.**

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

- (i) accounting and controls should conform to generally accepted accounting principles; and
- (ii) the Association's cash accounts shall not be commingled with any other accounts, and during the Founder Control Period, operating accounts shall not be commingled with reserve accounts;

(b) Commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association within 60 days after the end of each quarter:

- (i) an income statement reflecting all income and expense activity for the preceding period;
- (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
- (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (iv) a balance sheet as of the last day of the preceding period; and
- (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution). A copy of the quarterly financial report shall be made available at no charge to any Member requesting a copy.

(c) An annual report consisting of at least the following shall be made available for Members' review within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant. During the Founder Control Period, the annual report shall include certified financial statements.

The Association shall provide each Owner or its authorized agent a copy of the annual financial report, excluding the delinquency report, within 10 business days following receipt of a written request for access. In addition, if North Carolina law requires, the Association shall send a copy of the annual report to each Member by mail or personal delivery within 90 days following the close of the fiscal year.

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**8.5. Borrowing.**

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The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Member approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

**8.6. Right to Contract.**

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood Association and other owners or residents associations, within and outside Ramble. The Board shall consent to any common management agreement.

**8.7. Agreements, Contracts, Deeds, Leases, Checks, Etc.**

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

**Article 9  
Enforcement Procedures**

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter, the Board shall comply with the following procedures prior to imposition of sanctions:

**9.1. Notice and Response.**

The Board or its delegate shall serve the alleged violator with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) the alleged violator shall have 15 days to present a written request for a hearing; and (d) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within 14 days of the notice.

The alleged violator shall respond to the notice of the alleged violation in writing within such 15-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such 15-day period the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 15-day period.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is

COVENANTS

entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

**9.2. Hearing.**

If a hearing is requested within the allotted 15-day period, the hearing shall be held before the Covenants Committee, if appointed, or the Board, if a Covenants Committee has not been appointed. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meetings of the Covenants Committee shall contain a written statement of the results of the hearing (i.e., the Committee's decision) and the sanction, if any, to be imposed.

**9.3. Appeal.**

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 10 days after the hearing date.

**Article 10  
Miscellaneous**

**10.1. Fiscal Year.**

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

**10.2. Parliamentary Rules.**

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with North Carolina law or the Governing Documents.

**10.3. Conflicts.**

If there are conflicts among the provisions of North Carolina law, the Charter, the Articles of Incorporation, and these By-Laws, the provisions of North Carolina law, the Charter, the Articles of Incorporation, and these By-Laws (in that order) shall prevail.

**10.4. Books and Records.**

**(a) Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Governing Documents, the membership register, books of account, the minutes of meetings of the Members, the Board, and committees, and any other records as required by North Carolina law. The Board shall provide for such inspection to take place within 10 business days after receipt of a written request for access at the Association's office or at such other place within Ramble as the Board shall designate.

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**(b) Rules for Inspection.** The Board shall establish rules with respect to:

- (i) the frequency and manner of inspection; and
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing documents requested.

**(c) Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

**10.5. Notices.**

**(a) Form of Notice and Method of Delivery.** Except as otherwise provided in the Charter or these By-Laws or by North Carolina law, all notices, demands, bills, statements, or other communications under the Charter or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission.

**(b) Delivery Address.** Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the address, telephone facsimile number, or e-mail address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member;

(ii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Members pursuant to this Section; or

(iii) if to the Founder, at the Founder's principal address as it appears on the Secretary of State's records, or at such other address as the Founder shall designate by notice in writing to the Association pursuant to this Section.

**(c) Effective Date.** Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

(ATTACHMENT)

10.6. **Amendment.**

**(a) By Founder Member.** Prior to termination of the Founder Control Period, the Founder Member may unilaterally amend these By-Laws. Thereafter, the Founder Member may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; or (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units. So long as there is a Founder Member, the Founder Member may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any Member's substantive rights.

**(b) By Members Generally.** Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 75% of the total votes in the Association, and the consent of the Founder Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**(c) Validity and Effective Date of Amendments.** Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within one year of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of Founder or the Founder Member without the written consent of Founder, the Founder Member, or the assignee of such right or privilege.

1/8

(Seal)

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Ramble Community Association, Inc., a North Carolina nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary [SEAL]

*ONE*



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Recorded: 07/12/2006 at 11:28:58 AM  
Fee Amt: \$17.00 Page 1 of 2  
Workflow# 2043584  
Buncombe County, NC  
Otto W. DeBruhl Register of Deeds

BK **4252** PG **371-372**

**FIRST AMENDMENT  
TO THE COMMUNITY CHARTER  
FOR  
RAMBLE**

**STATE OF NORTH CAROLINA**

**Cross reference to Charter: Book 3836**

**Page 533**

**COUNTY OF BUNCOMBE**

Prepared by & Return to: Daniel E. Hitchcock, Adams Hendon Carson Crow & Saenger, P.A. (Box #1)

THIS FIRST AMENDMENT TO THE COMMUNITY CHARTER FOR RAMBLE ("First Amendment") is made this the 10<sup>th</sup> day of July, 2006 by Ramble Biltmore Forest, LLC, a North Carolina limited liability company ("Founder").

**WITNESSETH**

WHEREAS, on November 12, 2004 Founder filed that certain Community Charter for Ramble in Book 3836, Page 533, *et seq.*, in the Office of the Register of Deeds for Buncombe County, North Carolina (the "Charter"); and

WHEREAS, pursuant to section 20.2(a) of the Charter, until termination of the Founder Control Period, the Founder may unilaterally amend the Charter for any purpose; and

WHEREAS, the Founder Control period has not terminated; and

WHEREAS, the Founder desires to amend section 12.11(d) of the Charter to exempt sales of Units from an Owner to the Founder from the Community Enhancement Contribution.

NOW THEREFORE, pursuant to the Founder's reserved authority, the Founder hereby amends the Charter as follows:

1.

Section 12(d) of the Charter is amended by striking the "." at the end of section 12(d)(x) and replacing it with ";" and adding Subsections (xi) and (xii) at the end of Section 12(d) which read:

"(xi) by an Owner to the Founder; or

(xii) by the Founder to any Person where the Unit being transferred had been previously transferred by the Founder and the Founder paid the Community Enhancement Contribution at the time of said prior transfer."

10<sup>th</sup> IN WITNESS WHEREOF, the undersigned has executed this First Amendment this the day of July, 2006.

**FOUNDER:** RAMBLE BILTMORE FOREST, LLC  
a North Carolina limited liability company,

By: Biltmore Farms, LLC, its Manager

By: [Signature]  
John F.A.V. Cecil, President

**STATE OF NORTH CAROLINA**

**COUNTY OF BUNCOMBE**

I, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John F.A.V. Cecil, in his capacity as President of Biltmore Farms, LLC, a North Carolina limited liability company, by authority duly granted by the managers of said company. Witness my hand and official stamp or seal, this 10<sup>th</sup> day of July, 2006

[notarial seal]



[Signature]  
Notary Public

KAREN LEONARD  
(Print/Type Name of Notary Public)

3-25-07  
My Commission Expires

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Doc ID: 022621450006 Type: CRP  
Recorded: 03/04/2010 at 01:15:38 PM  
Fee Amt: \$29.00 Page 1 of 6  
Workflow# 0000023699-0001  
Buncombe County, NC  
Otto W. DeBruhl Register of Deeds  
BK 4765 PG 1961-1966

Prepared by/Record and return to:

Biltmore Farms, LLC  
PO Box 5355  
Asheville, NC 28813

THIS SPACE FOR RECORDER'S USE

STATE OF NORTH CAROLINA

Cross Reference:

Deed Book:

3836

Page:

533

COUNTY OF BUNCOMBE

FIRST AMENDMENT TO THE  
COMMUNITY CHARTER  
FOR  
RAMBLE

THIS FIRST AMENDMENT TO THE COMMUNITY CHARTER FOR RAMBLE ("Amendment") is made this 1<sup>st</sup> day of March, 2010 by RAMBLE ASSOCIATION, INC., a North Carolina nonprofit corporation ("Association").

WITNESSETH

WHEREAS, the Community Charter for Ramble was recorded on November 12, 2004 in Deed Book 3836, Page 533, *et seq.*, in the Office of the Register of Deeds for Buncombe County, North Carolina ("Charter"); and

WHEREAS, pursuant to Section 20.2(b) of the Charter, the Charter may be amended by the affirmative vote or written consent, or any combination thereof, of Owners representing at least 75% of the total votes in the Association, including at least 75% of the total votes held by Owners other than the "Founder" under the Charter, Ramble Biltmore Forest, LLC, a North Carolina limited liability company;

**WHEREAS**, also pursuant to Section 20.2(b) of the Charter, during the "Development and Sale Period," as such term is defined in the Charter, any amendment to the Charter also requires the written consent of the Founder; and

**WHEREAS**, Owners holding at least 75% of the total votes in the Association, including at least 75% of the total votes held by Owners other than the Founder, have hereby agreed by the affirmative vote or written consent, or any combination of affirmative vote and written consent to amend the Charter as hereinafter provided; and

**WHEREAS**, the Development and Sale Period has not terminated and the Founder has hereby provided its written consent as evidenced by its signature below; and

**WHEREAS**, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, which sworn statement certifies that the affirmative vote, written consent, or a combination of affirmative vote and written consent of the Owners holding at least 75% of the total votes in the Association, including at least 75% of the total votes held by Owners other than the Founder was lawfully obtained; and

**WHEREAS**, attached hereto as Exhibit "B" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement certifies that the affirmative vote, written consent, or a combination of affirmative vote and written consent of the Owners holding at least 75% of the total votes in the Association, including at least 75% of the total votes held by Owners other than the Founder was lawfully obtained;

**NOW THEREFORE**, the undersigned hereby amends the Charter as follows:

1.

The Charter is hereby amended by striking Section 12.11(c) in its entirety and replacing it with the following:

(c) **Purpose.** The portion of the Community Enhancement Contribution paid to the Foundation shall be used to provide funding for the purposes for which the Foundation was founded, including, but not limited to the support of public education and the support of charitable institutions which serve the residents of Ramble and the southern portion of the City of Asheville, North Carolina. The portion of the Community Enhancement Contribution paid to the Association shall be used for the upkeep, replacement, and repair of the Common Area of the Association.

2.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Charter.

3.

This Amendment shall be effective upon the date first above written.

4.

Except as herein modified, the Charter shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal the day and year first above written.

ASSOCIATION: RAMBLE ASSOCIATION, INC., a North Carolina nonprofit corporation

By: [Signature]  
Name: Brad Galbraith  
President

Attest: [Signature]  
Name: Paul Szurek  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF Buncombe

I, the undersigned Notary Public of the County and State aforesaid, certify that Brad Galbraith personally came before me this day and acknowledged that he/she is the President of Ramble Association, Inc., a North Carolina nonprofit corporation, and Paul Szurek also personally came before me this day and acknowledged that he/she is the Secretary of Ramble Association, Inc., a North Carolina nonprofit corporation and that by the authority duly given and as the act of the nonprofit corporation, the foregoing instrument was signed, sealed, and delivered in the name of the Ramble Association, Inc.

Witness my hand and official stamp or seal this 1<sup>st</sup> day of March, 2010.

[Signature]  
Cynthia J. Stubbs, Notary Public  
My Commission Expires: 11-01-2011

[NOTARY SEAL]



SIGNATURES CONTINUED ON NEXT PAGE]

FOUNDER: RAMBLE BILTMORE FOREST, LLC, a North Carolina limited liability company

By: Biltmore Farms, <sup>LLC</sup> Inc., a North Carolina corporation, its sole member

By: [Signature]  
Name: John F.A.V. Cecil  
Its: President

STATE OF NORTH CAROLINA  
COUNTY OF Buncombe

I, the undersigned Notary Public of the County and State aforesaid, certify that John F.A.V. Cecil personally came before me this day and acknowledged that he/she is the President of Biltmore Farms, Inc., a North Carolina corporation, the sole member of Ramble Biltmore Forest, LLC, a North Carolina limited liability company, and that by the authority duly given and as the act of the limited liability company, the foregoing instrument was signed, sealed, and delivered in its name.

Witness my hand and official stamp or seal this 1<sup>st</sup> day of March, 2010.

[NOTARY SEAL]

5300202/CADocs/121109



Cynthia J. Stubbs  
Cynthia J. Stubbs, Notary Public  
My Commission Expires: 11-01-2011

EXHIBIT "A"

Sworn Statement of President of  
Ramble Association, Inc.

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE


Re: Ramble Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of Ramble Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.
3. The foregoing First Amendment to the Community Charter for Ramble, was approved by the affirmative vote, written consent or any combination of affirmative vote and written consent of the Owners holding at least 75% of the total votes in the Association, including at least 75% of the total votes held by Owners other than the Founder, which approval was otherwise lawfully obtained.

This the 1<sup>st</sup> day of March, 2010.

By:  
Name:

  
Brad Galbraith  
 President

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, the undersigned Notary Public of the County and State aforesaid, certify that Brad Galbraith personally came before me this day and acknowledged that he/she is the President of Ramble Association, Inc., a North Carolina nonprofit corporation.

Witness my hand and official stamp or seal this 1<sup>st</sup> day of March, 2010.

[NOTARY SEAL]




  
Cynthia J. Stubbs, Notary Public  
 My Commission Expires: 11-01-2011

EXHIBIT "B"

Sworn Statement of Secretary of  
Ramble Association, Inc.

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Re: Ramble Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Ramble Association, Inc.

2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.

3. The foregoing First Amendment to the Community Charter for Ramble, was approved by the affirmative vote, written consent or any combination of affirmative vote and written consent of the Owners holding at least 75% of the total votes in the Association, including at least 75% of the total votes held by Owners other than the Founder, which approval was otherwise lawfully obtained.

This the 1<sup>st</sup> day of March, 2010.

By: *Paul Szurek*  
Name: Paul Szurek  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, the undersigned Notary Public of the County and State aforesaid, certify that Paul Szurek personally came before me this day and acknowledged that he/she is the Secretary of Ramble Association, Inc., a North Carolina nonprofit corporation.

Witness my hand and official stamp or seal this 1<sup>st</sup> day of March, 2010.

[NOTARY SEAL]



*Cynthia J. Stubbs*  
Cynthia J. Stubbs, Notary Public  
My Commission Expires: 11-01-2011