

Hold

Prepared By: Craig Kinney &  
Frank Trozdo

000-411 000084

Page 1 of 9

## Restrictive Covenants For Hidden Valley Subdivision

We the undersigned, in order to retain a highly desirable residential subdivision of all the land as shown on a certain plot of Hidden Valley Subdivision, a copy of which is on record in the office of the register of deeds for Transylvania County, do hereby for the said purpose cancel and revoke the original Restrictive Covenants For Hidden Valley Subdivision, as recorded in Deed Book Number 177, Page 91 and dated June 25th, 1968, and also cancel and revoke the Amendment To Restrictive Covenants For Hidden Valley Subdivision as recorded in Deed Book Number 229, Page 531 and dated May 2nd, 1978, and also cancel and revoke the Road Maintenance Agreement as recorded in Deed Book Number 273, Page 479 and dated January 29th, 1985, and in the place of these revoked covenants, restrictions and amendments adopt and execute the following statements of restrictive covenants for Hidden Valley Subdivision. The present owners and future purchaser or purchasers of each and every lot in said subdivision, by accepting or holding a deed to any one or more of said lots, agree and consent to be bound by all of the covenants and conditions herein contained.

### RESIDENTIAL AREA COVENANTS

#### 1. Land, Use, and Building Type:

- a. No lot shall be used except for residential purposes.
- b. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height.
- c. A private garage may be erected in connection therewith for not more than two cars.
- d. Only one single detached dwelling may be erected upon any one lot.
- e. No mobile homes either single or double wide, or manufactured housing that requires a title shall be permitted on any lot or lots in said subdivision. This is not intended to forbid the erection of factory manufactured modular homes provided that they comply with all restrictions contained in this document.

#### 2. Building Size:

- a. No building may be erected upon any lot in said subdivision with less than 1400 square feet of heated floor space exclusive of porches, decks, patios and garage.

#### 3. Building Location:

- a. No building shall be located on any lot closer than 25 feet from the front or rear lot line nor closer than 15 feet from any side lot line.

#### 4. Easements:

- a. Easements affecting all lots in said subdivision are reserved as shown on said recorded plat for the installation of utilities, drainage facilities and roadways.
- b. No utility company or organization so using the easements herein reserved, shall be liable for any damage to shrubbery, trees, flowers or other property located upon the reserved easement area of any lot.

#### 5. Nuisances:

- a. No trade or business of any character shall be carried on or conducted upon any lot or parcel thereof in said subdivision, or in any street in said subdivision, nor shall anything be done or caused to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- b. No untagged, unlicensed, or derelict vehicle may be kept outside an enclosed garage on any lot.

#### 6. Temporary Structures:

- a. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be erected or used on any lot at any time as a residence, either temporary or permanent.

#### 7. Signs:

- a. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction.

#### 8. Animals:

- a. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

**9. Garbage and Refuse Disposal:**

- a. No lot shall be used or maintained for a garbage dumping ground for rubbish.
- b. Trash, garbage, or any other waste shall not be kept except in sanitary containers.
- c. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**10. Culverts:**

- a. All culverts and driveways constructed by lot owners shall be trouble free, and shall be so constructed that they will not cause damage to any other lots or any streets in any part of said subdivision.

**11. Enforcement:**

- a. If any of the grantees of any part or parcel of any lot contained in said subdivision, or their heirs, successors, or assigns, shall violate or attempt to violate any of the restriction or covenants herein contained, it shall be the lawful for any other person or persons then owning real estate in said subdivision to prosecute any proceeding at law or in equity against any person or persons so violating or attempting to violate any covenant or restriction, as to the use of any lot or lots or real estate contained in said subdivision, to restrain said violation, or violations, or to recover damages for said violation. In the event that a suit is so prosecuted, the defendants to said suit, if the plaintiff is successful, shall pay all of the costs incurred by the plaintiff, including a reasonable amount for attorneys fees to be taxed as costs.
- b. If for any reason any covenant or agreement herein contained shall be held to be invalid or unenforceable by any court, said ruling shall not in any way invalidate or affect any of the other covenants or restrictions herein contained.

**GENERAL PROVISIONS****1. Term:**

- a. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2016, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons then owning a majority of said lots it is agreed to change said covenants in whole or in part, or that said building restrictions or covenants shall no longer be of any force or effect.

**2. Road Maintenance:**

- a. The present owners and future purchaser or purchasers of any lot or lots in said subdivision, upon accepting a deed to the same, do hereby agree and consent to be bound to a road maintenance covenant.
- b. Each lot owner abutting on a road within the said subdivision which is not on any state maintained road agrees to pay his assessment (\$150.00 per year for improved lots and \$75.00 for unimproved lots, subject to change) for the maintenance of the said road from said lot to any road which is a part of the State Highway Commission. Owners of property not included in Hidden Valley Subdivision, but who use Hidden Valley roads to reach their property will be assessed a fee for road maintenance on the same basis as Hidden Valley property owners.

IN TESTIMONY WHEREOF, we, the undersigned, have hereunto set our hands,

this 5<sup>th</sup> day of October, 1996

<u>James P. Lancaster</u> (Seal)	<u>Charlotte Loucas</u> (Seal)
James P. Lancaster	Charlotte Loucas
<u>Dawn McBride</u> (Seal)	<u>Christy J. Adams</u> (Seal)
Dawn McBride	Christy T. Adams
<u>Daniel Carter</u> (Seal)	<u>Charles E. Huntley</u> (Seal)
Daniel Carter	Charles E. Huntley
<u>Costas Loucas</u> (Seal)	<u>Lisabel S. Huntley</u> (Seal)
Costas Loucas	Lisabel S. Huntley

9. Garbage and Refuse Disposal:

- a. No lot shall be used or maintained for a garbage dumping ground for rubbish.
- b. Trash, garbage, or any other waste shall not be kept except in sanitary containers.
- c. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. Culverts:

- a. All culverts and driveways constructed by lot owners shall be trouble free, and shall be so constructed that they will not cause damage to any other lots or any streets in any part of said subdivision.

11. Enforcement:

- a. If any of the grantees of any part or parcel of any lot contained in said subdivision, or their heirs, successors, or assigns, shall violate or attempt to violate any of the restriction or covenants herein contained, it shall be the lawful for any other person or persons then owning real estate in said subdivision to prosecute any proceeding at law or in equity against any person or persons so violating or attempting to violate any covenant or restriction, as to the use of any lot or lots or real estate contained in said subdivision, to restrain said violation, or violations, or to recover damages for said violation. In the event that a suit is so prosecuted, the defendants to said suit, if the plaintiff is successful, shall pay all of the costs incurred by the plaintiff, including a reasonable amount for attorneys fees to be taxed as costs.
- b. If for any reason any covenant or agreement herein contained shall be held to be invalid or unenforceable by any court, said ruling shall not in any way invalidate or affect any of the other covenants or restrictions herein contained.

GENERAL PROVISIONS

1. Term:

- a. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2016, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons then owning a majority of said lots it is agreed to change said covenants in whole or in part, or that said building restrictions or covenants shall no longer be of any force or effect.

2. Road Maintenance:

- a. The present owners and future purchaser or purchasers of any lot or lots in said subdivision, upon accepting a deed to the same, do hereby agree and consent to be bound to a road maintenance covenant.
- b. Each lot owner abutting on a road within the said subdivision which is not on any state maintained road agrees to pay his assessment (\$150.00 per year for improved lots and \$75.00 for unimproved lots, subject to change) for the maintenance of the said road from said lot to any road which is a part of the State Highway Commission. Owners of property not included in Hidden Valley Subdivision, but who use Hidden Valley roads to reach their property will be assessed a fee for road maintenance on the same basis as Hidden Valley property owners.

IN TESTIMONY WHEREOF, we, the undersigned, have hereunto set our hands,

this 5 day of October, 1996.

Dean Wellinghoff (Seal) John F. McGee, Jr. (Seal)

Michelle Wellinghoff (Seal) Judy L. McGee (Seal)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Betty T. Clauer  
 Notary  
 Commission Expires 7/27/2001

Eleanor C. Kinney (Seal) Craig V. Kinney (Seal)  
 Eleanor C. Kinney Craig V. Kinney

Joseph F. Stecker (Seal) Robert H. Landwehr (Seal)  
 Joseph F. Stecker Robert H. Landwehr

Rainey F. Long, Jr. (Seal) Wilhelmina Gloria Long (Seal)  
 Rainey F. Long, Jr. Wilhelmina Gloria Long

Scott R. Heseltine (Seal) Leslie Heseltine (Seal)  
 Scott R. Heseltine Leslie Heseltine

Doris R. Graham (Seal) L. D. Wyant (Seal)  
 Doris R. Graham L. D. Wyant

William Dienes (Seal) Virginia A. Landwehr (Seal)  
 William Dienes Virginia A. Landwehr

Doris S. Rice (Seal) Edwin R. Rice (Seal)  
 Doris S. Rice Edwin R. Rice

Laura R. Kilpatrick (Seal) Frank E. Trozzo (Seal)  
 Laura R. Kilpatrick Frank E. Trozzo

Elaine P. Trozzo (Seal) J. A. Mock, Jr. (Seal)  
 Elaine P. Trozzo J. A. Mock, Jr.

Vera H. Crist (Seal) Dorothy Jean Mock (Seal)  
 Vera H. Crist Dorothy Jean Mock

Philip W. Crist (Seal) Leslie R. King, III (Seal)  
 Philip W. Crist Leslie R. King, III

Thomas A. Thomas (Seal) Terry James Wright (Seal)  
 Thomas A. Thomas Terry James Wright

Alan Stephens (Seal) Robert A. Richard (Seal)  
 Alan Stephens Robert A. Richard

Nelle Parsons (Seal) Jack F. and Joan W. Parsons (Seal)  
 Nelle Parsons Jack F. and Joan W. Parsons

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

I, Betty T. Clavier, a notary public of said state and county certify that the above signed, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.  
Witness my hand and notarial seal, this 5<sup>th</sup> day of October, 1996.

My commission expires: 7-27-2001

Betty T. Clavier  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Betty T. Clavier, a Notary Public of Said State and County, hereby certify that the following persons personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed:

- |                          |                      |                      |
|--------------------------|----------------------|----------------------|
| James P. Lancaster       | Charlotte Loucas     | Dawn McBride         |
| Christy T. Adams         | David Carter         | Charles E. Huntley   |
| Costas Loucas            | Lisabel S. Huntley   | Dean Wellinghoff     |
| John F. McGee, Jr.       | Michelle Wellinghoff | Judy L. McGee        |
| Eleanor C. Kinney        | Craig V. Kinney      | Joseph F. Stecker    |
| Robert H. Landwehr       | Rainey F. Long, Jr.  | Scott R. Heseltine   |
| Wilhelmina Gloria Long   | Leslie Heseltine     | Doris R. Graham      |
| L. D. Wyant              | William Dienes       | Virginia A. Landwehr |
| Doris S. Rice            | Edwin R. Rice        | Laura R. Kilpatrick  |
| Frank E. Trozzo          | Elaine P. Trozzo     | J. A. Mock, Jr.      |
| Vera H. Crist            | Leslie R. King III   | Thomas A. Thomas     |
| Terry James Wright       | Alan Stephens        | Robert A. Richard    |
| Dorothy Jeane Mock       | Philip W. Crist      | Nelle Parsons        |
| Jack F. and Joan Parsons |                      |                      |

Witness my hand and notarial seal this 5th day of October, 1996.

*Betty T. Clavier*  
/Notary Public

My Commission Expires 7-27-2001



RESTRICTIVE COVENANTS FOR HIDDEN VALLEY SUBDIVISION

Rosemary Russell (Seal) Inman R. Russell (Seal)  
Rosemary Russell Inman R. Russell



STATE OF Illinois,  
COUNTY OF McHenry

I, Carlene Fearn, a notary public of said state and county certify that the above signed personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notary seal this 4th day of Dec, 19 96

My commission expires 6/11/00

Carlene Fearn  
Notary Public

RESTRICTIVE COVENANTS FOR HIDDEN VALLEY SUBDIVISION

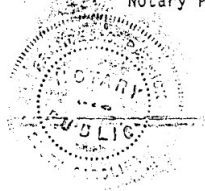
George H. Axson (Seal)      Edith W. Axson (Seal)  
George H. Axson                      Edith W. Axson

STATE OF South Carolina  
COUNTY OF Lincoln

I, FRANCES C. PATRICK, a notary public of said state and county certify that the above signed personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notary seal this 30<sup>th</sup> day of October, 1996.  
My Commission Expires November 25, 1996

My commission expires \_\_\_\_\_  
Frances C. Patrick  
Notary Public



RESTRICTIVE COVENANTS FOR HIDDEN VALLEY SUBDIVISION

Dudley C. Clark (Seal) \_\_\_\_\_ (Seal)  
Dudley C. Clark

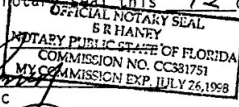
STATE OF Florida  
COUNTY OF Dade

I, S.R. Honey, a notary public of said state and county certify that the above signed personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notary seal this 12 day of Nov, 1996.

My commision expires

S.R. Honey  
Notary Public





RESTRICTIVE COVENANTS FOR HIDDEN VALLEY SUBDIVISION

Mel Thomas (Seal)  
Mel Thomas

Joyce M. Thomas (Seal)  
Joyce M. Thomas

STATE OF Florida  
COUNTY OF Palm Beach

I, Frederick J. Nelson, a notary public of said state and county certify that the above signed personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notary seal this 16 day of Dec., 1996.

My commission expires June 21, 1997.

Frederick J. Nelson  
Notary Public



000411

000093

Page 4 of 4

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

The foregoing certificate of <sup>of Betty T. Clavin, Cabinet Secretary, Industrial Park</sup> ~~James Patrick Kelly~~, a Notary Public of said State and County, is certified to be correct.

This 7 day of January, 19 97.

Devin A. Stewart  
Register of Deeds

Files for registration on the 7 day of Jan, 19 97,  
at 4:06 o'clock, P. M., and registered in the office of the Register  
of Deeds for Transylvania County, North Carolina, in Deed Book  
No. 411, Page 84.

Devin A. Stewart  
Register of Deeds