

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

**RESTRICTIVE COVENANTS OF  
HIDDEN WOODS**

The undersigned owners in fee simple of Hidden Woods, a subdivision located in Hendersonville Township, Henderson County, North Carolina, in order to provide a uniform plan of development for said Subdivision, and in order to keep said subdivision desirable, uniform and suitable in architectural design and use as herein specified, and in consideration of benefits accruing to them from said uniform plan of development, do hereby make the following declarations as to the limitations, restrictions and use to which the lots or parcels of land constituting said subdivision may be put. Said subdivision has been surveyed by Gene Parker, R.L.S., and subdivided by him into lots, and the plat of said subdivision was filed for record on May 22, 1985 in the office of the Register of Deeds for Henderson County, North Carolina, in Plat Cabinet A, Slide 199, and is incorporated herein by reference and made a part of these covenants.

1. GENERAL PROVISIONS: The following covenants, agreements, conditions, provisions, easements, restrictions and charges (hereinafter referred to as "restrictions") shall be for the benefit and protection of all persons who may hereafter become owners of any lot or parcel of real estate in the above-described subdivision known as Hidden Woods, and these restrict-

ions shall run with the land and be binding on all parties purchasing any such parcel or lot and all persons claiming under or through them until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the Owners Association hereinafter provided for shall by majority vote elect to nullify these restrictions in whole or in part or to modify or amend them. The Control Committee hereinafter provided for shall have the right to construe and interpret these restrictions, and the construction and interpretation in good faith by said Committee shall be binding and final as to all persons or property benefited or bound by these restrictions unless and until a court of competent jurisdiction shall rule otherwise. In all cases, said restrictions shall be given that interpretation which shall tend toward their strict enforcement and, if necessary, shall be extended or enlarged by implication so as to make them fully effective. All the restrictions herein contained shall be construed together, but invalidation of any one or more of the restrictions by judgment, court order or otherwise shall in no way affect any of the other restrictions, which shall remain in full force and effect.

2. USE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above

basement and a private attached or detached garage for not less than one car. Carports are not permitted.

3. DWELLING SIZE: The heated living area of the dwelling, exclusive of the porches, garages and basements, shall be not less than 1,500 square feet.

4. BUILDING LOCATION: No building, swimming pool or other structure above or below ground shall be located on any lot nearer than 60 feet from the center of the street in front of the property nor nearer than 30 feet from any adjoining property line.

5. EASEMENTS: Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No other easements, rights of way, or rights of access shall be deeded, granted or in any way given by lot owners to any other person, firm, or corporation through and over any lot in this subdivision without the written permission of the Control Committee.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No structure of a temporary character shall be placed on any lot at any time; nor shall any trailer or mobile home be used as living quarters either temporarily or permanently. No trailer, mobile home, truck, tractor, camper, boat or other similar equipment may be stored or permitted to remain on any lot unless enclosed by a fence or other structure so that it cannot be seen from the street or sides of the lot. No building shall be moved onto any lot.

8. SIGNS: No signs shall be erected or maintained on any lot, with the exception that a "For Sale" or "For Rent" sign may be erected and maintained on said lot provided that said sign shall not exceed a combined total of more than 4 square feet in size.

9. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial use.

10. GARBAGE AND REFUSE DISPOSAL: All sewage shall be disposed of by septic tanks approved by the State Board of Health. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Incinerators are not permitted.

11. CONSTRUCTION MATERIALS: No buildings shall be erected of exposed cement or cinder blocks. There shall be no prefabricated buildings placed upon said lots except prefabricated components of buildings such as window units, door units, roof trusses, cabinet units, etc. which shall be permitted. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an enclosed garage, or buried underground. Electric power, telephone and cable television service to all structures on all lots shall be underground lines from the utility company's main underground cables or lines to said structures.

12. DIVISION OF LOTS: No lot in said subdivision may be subdivided so as to provide more than one building lot.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is

maintained at sufficient height to prevent obstruction of such sight lines.

14. TEMPORARY STORAGE AREAS: No material or equipment shall be placed or stored on any lot within 30 feet of the property lines.

15. OWNERS ASSOCIATION: The owner or owners of each lot in the subdivision shall, by virtue of such ownership, be entitled to one vote in the Association of lot owners. In addition, if there is a dwelling located on any lot, the owner or owners shall be entitled to one additional vote. The purposes of said Association shall be to consider and deal by all lawful means with common problems affecting said lot owners, and to do anything necessary and proper for the accomplishment of the general plan of development set out in these restrictions. The lot owners may adopt a plan of association and bylaws which may be amended or repealed, in whole or in part, in the manner provided therein. The undersigned hereby agrees that when 5 lots have been sold, they will vote in favor of the formation of an Owner's Association.

16. ROADS: Upon formation of the Owner's Association, the undersigned will convey to the Association all road rights-of-way throughout the development and the Association will then assume ownership and control over said roadways.

17. CONTROL COMMITTEE:

(a) Until the Owners Association is organized, the Control Committee shall consist of Paul T. Rhodes and June

Rhodes, of Hendersonville, North Carolina. In the event of the death, disability or resignation of a member, the remaining member shall have full authority to designate a successor.

(b) When the Owners Association is organized, a new Control Committee shall be elected by said Association and the terms of the members serving pursuant to Paragraph (a) above shall expire. Thereafter, in case of the death, disability, resignation or expiration of the term of a member of the Committee, his successor shall be elected by the Association.

(c) The Committee may designate one of its members as Chairman and may authorize him to sign any documents in behalf of the Committee. The Committee may also designate one of its members as Secretary with like powers.

(d) The Committee's approval or disapproval as required in these restrictions shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin or restrain construction has been commenced prior to the completion thereof, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

(e) The members of the Committee shall serve without charge.

18. No garage shall be erected on said lots unless it is erected simultaneously with, or subsequent to the erection of a residence building for permanent living quarters.

19. No outside toilets shall be erected or maintained except that temporary toilets during construction of the residence are permitted.

20. ENFORCEMENT: If the purchaser or purchasers of any parcel or lot in the subdivision or any person, firm or corporation holding under or through them shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other lot owner to prosecute any proceeding at law or

in equity against the violator or attempted violator of any restriction either to prevent the violation or to recover damages or other dues for such violation.

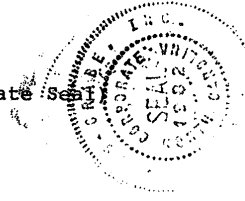
IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals, this 31 day of October, 1985.

RHODES-CRABE, INC.

By: Paul T. Rhodes Jr. (SEAL)  
President

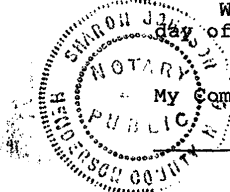
ATTEST: June Rhodes (SEAL)  
Secretary

(Corporate Seal)



STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, a Notary Public of the County and State aforesaid, certify that June Rhodes personally came before me this day and acknowledged that ~~he~~/she is Secretary of RHODES-CRABE, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by ~~him~~/her as its Secretary.



WITNESS my hand and official stamp or seal, this 31 day of October, 1985.

My Commission expires: 4-10-90

Sharon Johnson  
Notary Public

North Carolina, Henderson County The foregoing certificate(s) of Sharon Johnson  
Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 4 day of Nov 1985 at 4:50 P.M. in Book 667 Page 809  
Robt. H. Massey (Assistant) (Deputy)  
Register of Deeds