



Restated Protective Covenants

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RESTATED PROTECTIVE COVENANTS FOR INDIAN LAKE ESTATES

THESE RESTATED PROTECTIVE COVENANTS are adopted as of October 2, 1999, by Indian Lake Club, Inc. (the "Club"), a non-profit corporation acting as a property owners association for the Indian Lake Estates Development, and a majority of the property owners within the Indian Lakes Estates Development.

Prior Restrictive Covenants for ALL sections of the Development are amended in their entirety by the substitution of these Restricted Protective Covenants. The Covenants for Indian Lake Estates shall be subject to the North Carolina Planned Community Act, NCGS Chapter 47F, and all provisions shall be interpreted in accordance with that Act.

1. Property Restricted. These Restated Restrictive Covenants shall apply to all lots and other parcels within Indian Lake Development, which encompasses all of the real property described in the Deed to the Indian Lake Company recorded in Book 195, Page 31 of the Transylvania County Registry. Lots in Indian Lake are shown on separate Plats for Sections One through Twelve of Indian Lake Estates, recorded in Plat Book 5, Page 5 (Section One); Book 5, Page 9 (Section Two); Book 5, Page 45 (Section Three); Book 5, Page 49 (Section Four); Book 5, Page 66 (Section Five); Book 5, Page 67 (Section Six); File 1, Slide 133-A (Section 7); File 2, Slide 240 and File 2, Slide 385-A (Section Eight); File 1, Slide 153 (Section Nine, revised); File 1, Slide 133-A (original Section Nine); File 2, Slide 4 and File 2, Slide 215 & 215-A (Section Ten); File 2, Slide 359-A (Section Eleven); and File 5, Slide 237 (Section Twelve). The Covenants also apply to common areas and any other tracts of property within the Indian Lake Development.

2. Covenants Replaced. The prior Covenants include the following:

Section One Book 196, Page 177

Section Two Book 198, Page 53

Section Three Book 199, Page 705 and Book 200, Page 683

Section Four Book 200, Page 356

Section Five Book 203, Page 431

Section Six Book 203, Page 435

Section Seven Book 231, Page 414

Section Eight Book 252, Page 710 and Book 281, Page 161

Section Nine Book 231, Page 414 (Deed Reference)

Section Ten Book 246, Page 160 and Book 248, Page 354

Section Twelve Book 389, Page 241

3. Indian Lake Club. Indian Lake Club, Inc. is a non-profit corporation organized as an association of property owners within the Development. All property owners within the Development shall be members of the Club upon acquisition of a lot in the Development, and shall be subject to its regulations. The Club shall have the power to regulate the use of all common areas and amenities within the Development, including Indian Lake and Rainbow Lake, roadways, and the water system. The Club shall have the power to regulate the speed of vehicles on roads within the Development, and to impose penalties for violations of those rules.

4. Residential Use Only. Each lot in the Development shall be used for single family residential purposes only. No building may be erected on any lot other than one single-family dwelling and garage or other outbuilding approved by the Architectural Control Committee.

5. Architectural Control. Before any grading or clearing is begun on any lot, and before any work is performed on a building, fence, wall, hedge, driveway, septic system, or well, plans and specifications for the proposed improvements shall be submitted to the Club's Architectural Control Committee for its review and approval. The lot owner shall also pay the impact fee established by the Board of Directors of the Club. The ACC shall follow design guidelines approved by the Board of Directors of the Association. The purpose for the review is to ensure that any changes to a lot are harmonious with existing structures and other improvements in the Development. The Architectural Control Committee shall be appointed by the Board of Directors of the Club. If the Architectural Control Committee fails to approve or disapprove the design or location within 30 days after the date of the submission of the plans, specifications and plat of survey, then further approval will not be required, and this covenant will be deemed to have been complied with.

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6. Alteration of Lots. No lot may be subdivided or consolidated with other lots, except by and with the written consent of the Club. The Club is authorized to charge a fee as consideration for its approval of any request for consolidation of lots.

7. Setbacks. No building shall be located on the lot nearer to the edge of the road right of way on front line than 20 feet, nearer to the side line than 15 feet, nearer to the rear line than 20 feet, or nearer than 50 feet to either lake.

8. Assessments. The Club shall have the responsibility of maintaining the roadways, lakes, dams, water distribution system, and other common amenities within the development. It shall have the power to levy assessments against lots for such costs, and to adjust those assessments as needed to meet the obligations of the Club. The Club may establish lower assessments for vacant lots, and may levy separate or special assessments as needed. It shall have the power to levy availability fees on vacant lots to reflect the availability of the water system. Any assessment not paid within 60 days after it is due shall bear interest at the rate of 12% per annum, and shall constitute a continuing lien on the lot. The Club shall have a right to file liens with the Register of Deeds, but unpaid assessments shall constitute liens whether filed or not. Liens may be enforced in judicial proceedings in the same manner as is provided in NCGS 47F-3-116.

9. Easements. The Club shall have easement over a strip of land five feet in width along the rear, side, and front lines of all lots in the Development for the construction and maintenance of electric light power and telephone service lines, storm water drains, land drains, public and private sewers, pipelines supplying gas and water, or other public or quasi-public utilities. New easements shall be provided in the event any lot is subdivided, and any side line easements shall be relinquished by the Club upon its approval of lot consolidation.

10. Structures. No structure of a temporary nature shall be placed upon the lot at any time; provided, however, this prohibition shall not apply to shelters used by a contractor during the construction or repair of a building, so long as such temporary shelters are not, at any time, used as residences or permitted to remain on the building plot after completion of said construction or repair. No trailer or mobile home of any type, tent, barn, or similar outbuilding or structure, regardless of purpose or function, shall be placed on the property at any time, either temporarily or permanently. Modular homes are allowed in the Development, but shall be subject to strict architectural control scrutiny.

11. Nuisances. No noxious or offensive activity shall take place upon any lot which may become an annoyance or a nuisance to other residents in the Development. The decision of the Board of Directors of the Club shall be conclusive as to any such activities.

12. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not bred or maintained for commercial purposes.

13. Trash. No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or other waste shall be kept in sanitary containers, and such sanitary containers shall not be readily visible.

14. Sewage. No sewage system shall be permitted on any lot except such system as located, constructed, and equipped in accordance with the minimum requirements of the State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction.

15. Access to Lakes. All of the owners of lots in the Development shall have the use of Indian Lake and Rainbow Lake, but use is restricted to the owners, members of their families, and their bona fide guests. No power boats, other than fishing boats powered by electric motors, shall be stored or operated on Indian Lake. Fishing and boating will be controlled by rules established by the Club. Construction of docks shall be subject to approval by the Architectural Control Committee as to size, type, location, and painting. The Club shall have the right at all times to control the water level of Indian Lake.

16. Enforcement. Enforcement of these Covenants shall be proceedings against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event of such litigation, in addition to any damages awarded, the prevailing party may recover reasonable attorney fees incurred in the litigation.

17. Binding Effect. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other covenants, which shall remain in full force and effect. These Covenants are intended as a neighborhood plan of development. All of the Covenants set forth above shall be covenants running with the land, and successive owners shall take said lots subject to the Covenants. The Covenants shall be binding on all parties and all persons claiming under them in perpetuity. These Covenants may be amended at anytime by a vote of owners representing 67% of the lots in the Development. Voting shall be conducted in accordance with the Bylaws of the Club. Certification as to the vote may be made by the Secretary of the Club, and any such amendment shall be recorded.

COVENANT 11 – NUISANCES: No noxious or offensive activity that may become an annoyance or a nuisance to other residents in the development shall take place upon any lot. The decision of the Board of Directors of the Club shall be conclusive as to any such activities.

GUIDELINE:

- a) Noxious/offensive acts shall include, but not be limited to, excessive barking by dogs, excessive loudness by residents and/or visitors, damage by personal pets, etc.
- b) Residents are discouraged from allowing personal pets to roam beyond their own property lines. Pet owners are responsible for any damage that their pets might cause and are encouraged to keep them under control when off their own property.
- c) Any animal shall be considered a nuisance if it:
 - 1. barks excessively and/or creates any type of disturbance excessively,
 - 2. damages, excessively soils, or defiles private or public property, or
 - 3. interferes with, molests, attacks persons or other animals and/or chases, snaps at, harasses, or impedes pedestrians, bicyclists, or vehicles.
- d) Signs deemed annoying, and therefore a nuisance, include For Sale, No Trespassing, No Dumping, Realtor Information Boxes, Political, and the like. Such signage shall not be erected by owners or their agents.

COVENANT 12 – ANIMALS: No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not bred or maintained for commercial purposes.

GUIDELINE:

- a) A reasonable number of household pets shall not exceed three(3).
- b) Reference Covenant 11 above for guidelines as to animal behavior.

COVENANT 13 – TRASH: No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. Such containers shall not be readily visible.

GUIDELINE:

- a) Rubbish shall include, but not be limited to, litter, refuse, garbage, junked vehicles or parts thereof, and the like.
- b) During construction activities, the property owner shall be responsible for maintaining a reasonably clean area. Debris and waste should either be contained in a dumpster and emptied when full, or should be hauled away on a regular basis. If debris is to be burned, a permit must first be obtained, and the fire must be attended until out.

GRIEVANCE PROCEDURE FOR COVENANTS 11, 12, 13:

- a) A property owner who has a complaint is expected to first contact the property owner that is alleged to be violating the covenants and to make a reasonable attempt to resolve the matter. If the issue cannot be satisfactorily resolved, the complaint can be referred to the Board of Directors.
- b) After 3 or more separate complaints within a 30-day period, the Board of Directors shall conduct a thorough investigation, including a personal visit. The property owner shall be afforded the opportunity to appear before the Board to explain his actions. If the Board shall determine that a violation exists, then the property owner shall receive a letter outlining the nature of the Board's findings.
- c) If not corrected within 10 days, or upon repeated complaints, the property owner may be assessed liquidated damages of up to \$100.
- d) Continual offenses of the same nature may result in additional assessments.
- e) Should the problem not be resolved, the Board of Directors may pursue legal action.

PHONE:

904-699-7015

EMAIL:

ilcsec@comporium.net

MAILING ADDRESS

PO Box 371,
Lake Toxaway, NC 28747