

11/5/51

Prepared By: WHITE & DALTON  
William R. White

DECLARATION  
OF  
RESTRICTIVE COVENANTS  
FOR  
CHESTNUT COVE SUBDIVISION

These Restrictive Covenants shall apply to lots in CHESTNUT COVE SUBDIVISION, the deed for which incorporates these Restrictive Covenants by reference.

1. LAND USE. No lot shall be used except for residential purposes. No mobile home or modular home shall be permitted on any lot; that only one dwelling shall be allowed on each lot.

2. DWELLING SIZE. No dwelling shall be permitted on any lot where the square footage of living area of the said dwelling does not exceed 1,000 square feet.

3. EASEMENTS. Easements for installation and maintenance of the utilities and drainage facilities are reserved within the road rights of way.

000305

4. 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.

Installation?  
One structure?

5. TEMPORARY STRUCTURES. No structure of a temporary character such as a trailer, mobile home, basement, tent, shack, garage or other out-building shall be used on any lot at any time as a residence with temporary or permanent.

me?

6. SIGNS. No sign of any kind shall be displayed to the public view on any lot.

A

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry, of any kind, shall be raised, bred, or kept on any lot except for dogs, cats, or other household pets which may be kept along with not more than one cow or horse per acre of land, provided they are not kept, bred or maintained for any commercial purposes.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

When was last sold?

9. ROAD MAINTENANCE. The developer has provided certain roads as a means of ingress and egress to the lots within the Chestnut Cove Subdivision; that WNC Construction Company of Brevard, Inc. shall maintain said roads in passable condition or better until fifty (50%) percent of the lots are sold; at that time all owners of tracts or lots hereinabove referred to shall organize, join and participate in a Property Owners Association which shall thereafter have the responsibility to maintain all interior roads located in the Chestnut Cove Subdivision.

Change?

10. ROAD MAINTENANCE FEES FOR LOTS. Each lot owner shall pay One Hundred Twenty Dollars (\$120.00) per year to WNC Construction Co. of Brevard, Inc. (or such other lesser amount as the corporation may deem necessary) for maintenance of the roads, said sum being paid in advance on January 1st of each year; it is further understood and agreed that once the Property Owners Association takes over the maintenance of said roads as provided above, the obligation of WNC Construction Co. of Brevard, Inc. shall terminate and then each property owner shall pay One Hundred Twenty

Dollars (\$120.00) per year or such other amount that may be deemed to be reasonable by the Property Owners Association for road maintenance in accordance with any rules adopted by said association; that any unpaid maintenance fee shall constitute and be enforceable by a lien on the lot involved.

11. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. SEVERALIBILITY. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Developer has hereunto set its hand and seal this the 29<sup>th</sup> day of January, 1990.

WNC CONSTRUCTION CO. OF BREVARD, INC.

ATTEST: (Corporate Seal)

*John H. Rogers*  
Secretary

By: *Russell Swann*  
President



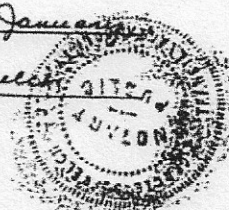
STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, a Notary Public of the County and State aforesaid certify that JOHN H. ROGERS personally appeared before this day and acknowledged that he is Secretary of WNC CONSTRUCTION CO. OF BREVARD, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed by its President, sealed with its corporate seal and attested by him as its Secretary.

WITNESS my hand and notarial seal this the 29<sup>th</sup> day of January, 1990.

My Commission Expires:  
10 Aug 92

*Grace J. Welch*  
Notary Public



STATE OF NORTH CAROLINA-TRANSYLVANIA COUNTY

The foregoing certificate of Grace J. Welch  
a Notary Public ( ) of the

State and County designated, is (are) certified to be correct,

This 29 day of Jan, 1990

*Fred H. Israel*  
Register of Deeds

Filed for registration on the 29 day of Jan, 1990

at 4:00 o'clock P.M. and registered and verified on the 29 day of Jan, 1990

In Book No. 324 of page 458

*Fred H. Israel*  
Register of Deeds, Transylvania County