

10 7/23/01

BOOK 1163 PAGE 423

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT BSB COMPANY, a North Carolina corporation, (hereinafter referred to as "Developer"), does hereby covenant and agree with all persons, firms and corporations now owning or hereafter acquiring any lots in "THE WOODS" SUBDIVISION as shown on Plat recorded in Plat Book 42, at Page 109, in the Buncombe County Public Registry, that said lots are hereby subjected to the following restrictions as to the use thereof and said restrictions are to run with said property and every part thereof, by whomsoever owned, to-wit:

- (1) LAND USE AND BUILDING TYPE: 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 and one-half stories in height and a private garage for not more than two cars. No lot may be re-subdivided so as to create more than one building lot without the written consent of the Developer.
- (2) DWELLING SIZE: No dwelling shall be permitted which has a ground area of the main structure, exclusive of one story open porches and garages, of less than 1300 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.
- (3) BUILDING LOCATION:
  - (a) No building shall be located on any lot nearer to the front lot line than 30 feet. For this purpose, Lot 13 as shown on said Plat shall be deemed to front on Road "A" as shown on said Plat and the front lot line of Lots 2, 3, 4, 5, 6, 7, 8, 14, 18, 26, 27, 28 and 29 shall be designated by Developer in connection with Developer's review and approval of plans pursuant to Paragraph 3(d) hereof. Notwithstanding the foregoing, Developer may approve a lesser front setback line than 30 feet or require a greater setback line in connection with such review and approval as to those lots which, due to topography, render a lesser or greater front setback line appropriate, such modifications to be made in writing.
  - (b) No building shall be located nearer than 8 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more to the rear of the minimum building setback line, providing that the same are not constructed within the utility easements referred to in Paragraph 4 hereof.
  - (c) For purposes of this covenant, stoops, terraces, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any easement or right of way or any other lot.

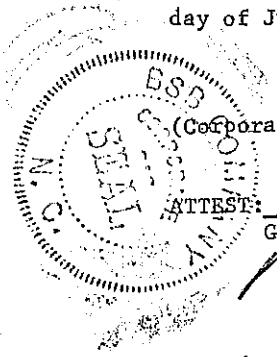
- (d) No structure or outbuilding, fence, wall or other accessory structure shall be erected, placed or altered on any lot by any person, firm or corporation other than the Developer until the complete construction plans, plat plans and specifications showing, among other details, the external appearance, design, materials, colors and location thereof have been approved in writing by the Developer. The set of plans so furnished shall be retained by the Developer. No alterations in said plans may be made after approval thereof except by and with the written consent of the Developer. After approval of plans, actual construction in accordance with said plans, together with the requirements of these covenants, shall be completed within one year after construction of same shall have commenced; provided, however, that extensions of said time period may be granted by the written consent of, and in the discretion of, the Developer. In the event of the unintentional violation of any of the building line restrictions herein set forth, the Developer reserves to itself the right, with the mutual written consent of the owner or owners for the time being of the particular lot in question, to change the building line restrictions set forth in this agreement, provided further that such change shall not exceed 10% of the original requirement of such building line restrictions.
- (e) No trees measuring six (6) inches or more in diameter one (1) foot above ground level may be removed without the written approval of the Developer unless located within ten (10) feet of the main dwelling house or accessory building or site approved therefor.
- (4) EASEMENTS: Easements for installation and maintenance of utilities, drainage facilities and other public conveniences are reserved as shown on the recorded plat above referred to. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and other public conveniences, 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 the drainage channels in the easements. The easement area of each lot and all improvements within said area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Developer reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.
- (5) UTILITIES: Sewage disposal shall be by means of standard septic tanks approved by the State Board of Health or other appropriate regulatory agency until such time as public sewage facilities may become available within the road right of way on which a lot fronts, at which time said public facilities shall be used exclusively for such sewage disposal. Water shall be supplied only by public facilities and shall be used by all lot owners. The Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.
- (6) FUEL STORAGE TANKS. Fuel tanks and similar storage receptacles must be buried underground or installed within the main dwelling house or accessory building.

- (7) MOTOR VEHICLES: No inoperative motor vehicle may be stored upon any lot for more than three consecutive days unless it is enclosed in a structure meeting all the requirements of these covenants, and is not visible from the street or from adjacent lots.
- (8) TEMPORARY STRUCTURES: No trailer, shack, garage, barn or other outbuildings shall at any time be erected or stored on said lots or used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a lot in the subdivision. During the period of clearing of lots and construction of homes, all construction equipment, tool sheds and similar items must be kept back of the building setback line and must be removed upon completion of clearing or construction.
- (9) SIGNS: 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 the Developer or other builder to advertise the property during the construction and sales period.
- (10) 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 purpose, and that they do not become a nuisance or annoyance to the other lots in the subdivision and the owners of the same.
- (11) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except 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. Underbrush, grass and weeds shall not be permitted to exist at a height greater than two (2) feet except as part of a landscaping plan approved by Developer.
- (12) DURATION: 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by those persons then owning a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.
- (13) ENFORCEMENT: Enforcement of these covenants shall be by the Developer or any person, firm or corporation owning any lot, by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
- (14) SEVERABILITY: 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 WITNESS WHEREOF, Developer has hereunto caused its corporate hand and seal to be affixed by its duly authorized officers, this 19th day of July, 1977.

oD 27-6

BSB COMPANY



(Corporate Seal)

ATTEST:

George M. Simon, Assistant Secretary

By: Robert Bingham, President

\* \* \* \* \*

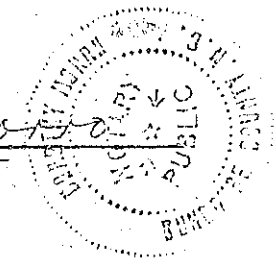
STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

On this the 19th day of July, 1977, before me, Dorothy Morro, a Notary Public in and for said County and State, personally came Robert Bingham who being by me duly sworn, says that he is President of BSB Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Robert Bingham acknowledged said writing to be the act and deed of said Corporation.

WITNESS my hand and Notarial Seal, this 19th day of July, 1977.

Dorothy Morro  
NOTARY PUBLIC



My commission expires:  
September 25, 1979.

State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of Dorothy Morro  
a notary or Notaries public of the State and County designated is certified to be correct.  
This 20th day of July, 1977

Filed for registration on the 20th day of July

WILLIAM E. DIGGES  
Register of Deeds, Buncombe County  
By: Charles Batchelor, Deputy  
1977 at 10:38 a M.  
WILLIAM E. DIGGES  
Register of Deeds, Buncombe County  
By: Charles Batchelor, Deputy