

DECLARATION
OF
RESTRICTIVE COVENANTS
OF
LITTLE COVE SUBDIVISION

Prepared by: Ken Brown

WITNESSETH:

2008003183

TRANSLYVANIA CO, NC FEE \$54.00
NON-STANDARD DOC FEE \$25.00
PRESENTED & RECORDED:
05-23-2008 03:04:21 PM
CINDY M OWNBEY
REGISTER OF DEEDS
BY: BETH C SALES
ASSISTANT
BK: DOC 460
PG: 8-13

WHEREAS, the undersigned, hereinafter called "Developer" (where the designation Developer is used herein, it shall refer to said parties, their heirs, successors, and assigns) are the owners of certain real property located in Transylvania County, described in that deed to Kenneth J. Brown and Sandra L. Brown recorded in deed book 286 at page 484-486 in the Transylvania County Registry, all of which is to be developed for single-family residential dwellings and

WHEREAS, the said Developer desires, for the use and benefit of itself, its successors and assigns, and for future owners of lots, to provide for the preservation of values, and the desirability and attractiveness of the real property; and, among other things, for the maintenance and operation of the private roads within the development; and

WHEREAS, Developer has deemed it desirable for, among other things, the efficient preservation of the values and the maintenance and operation of the private roads that certain covenants, conditions, easements, assessments, liens, and restrictions governing the use and occupancy of lots in Little Cove Subdivision be established and declared to be covenants running with the land; and that an agency be created to which will be delegated the powers and duties of maintaining the roads, common park areas, providing security, enforcing the covenants and restrictions, and collecting and disbursing assessments.

NOW THEREFORE, in consideration of the premises, Developer, for itself, its successors and assigns, hereby causes to be recorded the attached Declaration of Restrictive Covenants of Little Cove Subdivision.

A. RESIDENTIAL AREA COVENANTS

1. LAND USE: No lot shall be used except for residential purposes. No mobile home or commercial business of any kind shall be operated on any lot without permission from Developer or Maintenance Committee.

Each lot is a single-family home site, and is not to be further divided by any lot owner other than Developer who retains the right to alter the boundaries of any unsold lot. No lot owner other than Developer shall have the right to construct a road through

any lot to connect with lands lying outside Little Cove Subdivision, and Developer shall only have the right to construct such a road through a lot or lots or other property owned by Developer.

Developer reserves the right to approve all structures and the location of structures on the property.

2. QUALITY OF BUILDINGS AND OTHER STRUCTURES: All buildings, fences, walls, and other structures visible from the road in the subdivision or public highway shall be harmonious in exterior design, materials, and paint color with the natural environment and improvements existing in Little Cove Subdivision. Developer reserves the right to review said colors with the owner prior to use or at the Developers discretion. All structures shall be off frame modular homes or conventionally constructed homes. No mobile homes with state title will be allowed. Concrete block foundations shall not be permitted to remain in an exposed state when visible from road in the subdivision or public highway. A brick, rock, or stucco finish will be required covering on the concrete block. If stucco finish, it will be painted to match the color of home. All residences will be required to have a minimum of 1000 square foot heated area on the first floor with and a minimum roof pitch of 7/12. All materials used in the construction of the dwellings, outbuildings, or any other improvements in subdivision shall be new. Vinyl siding will only be allowed on rear and sides of homes. Fronts of homes must be sided with Hardi-plank siding and painted, cedar siding painted or stained, brick, or stone. No used lumber, brick, block, metal roofing, or any other material will be accepted. No aluminum or metal prefabricated buildings will be permitted.

No commercial equipment may be kept on any lot including, but not limited to dozers, wreckers, excavators, dump trucks, trailers for transport of heavy equipment, motor graders, and steam drills. A tractor for yard and driveway maintenance will be accepted, but must be stored inside or in an area not visible from any road or subdivision road.

Each property owner may have and store on property one boat/and or RV in a garage only and not exposed to the street, RV is not to be occupied while on subdivision property. No buses or panel trucks will be permitted. No dysfunctional vehicles or vehicles undergoing extensive repair or restoration shall be kept, except in private garage.

No brush, stumps or debris of any kind shall be left exposed. All disturbed areas shall be sewn with grass or mulch within 30 days of land disturbing activity.

No dog lots, kennels, or animal pens are permitted. No animals shall be kept on a chain unattended.

3. BUILDING AND PARKING AREA LOCATIONS: No building or parking area shall be located nearer than (10) feet from the front nor nearer than (10) feet to any side lot line. If a driveway enters the road in the subdivision from a lot, it must have

culvert in the ditch approved by the Developer. Installation and maintenance of the culvert shall be the responsibility of the lot owner. Developer retains the right to modify setback if required by the topography of certain lots. No structure shall be located closer than (20) feet from the front line or (15) feet from side or rear lot lines.

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 a nuisance to the neighborhood. Radios, televisions, and other electronic amplification devices shall be played at a volume that can not be heard by other homes in the subdivision.

5. MANAGEMENT OF REFUSE: No lot shall be used or maintained for a garbage dumping ground for rubbish. No inoperative cars, appliances, furniture, or other unused equipment shall be kept outdoors on any lot. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. LIVESTOCK AND OTHER ANIMALS: Except as set forth below, no animals or livestock, other than household pets, may be kept on any lot. No German police dogs, German Shepard's, Doberman pinschers, Rottweilers, Great Danes, Bull Mastiffs or Pit Bull Terriers may be kept on any lot, except for a trained Seeing Eye Dog. All pets are required to be kept on a leash within the subdivision.

7. SIGNS: No sign shall be displayed on any lot other than one sign not more than (5) square feet advertising the property for sale or rent, and one sign not more than (1) square foot indicating the name and address of the owner or occupant. No signs of any kind shall be posted at the Little Cove entrance without consent of the Developer.

8. SEWAGE DISPOSAL: No sewage system shall be permitted on any lot except such system as is located, constructed and equipped in accordance with the minimum requirements of the State Board of Health.

9. UTILITIES: Developer reserves the right to install utilities within all road right-of-ways and within the set back areas of each lot.

B. ROAD MAINTENANCE:

1. ROAD USE: Developer reserves a right-of-way for road purposes (50) feet in width along all roads shown on the plat of subdivision extending (25) feet from each side of the center of said road. Developer also reserves an easement on, over and under the operating utilities thereon or there under; for purposes of drainage control; for access to any lot or parcel; and for purposes of maintenance of said road. Parking in said right-of-way shall not be permitted. Said road right-of-way shall be used in common with Developer, its heirs and assigns, and other owners.

2. MAINTENANCE COSTS: Developer shall contribute the sum of \$250.00 per year for the maintenance of subdivision roads regardless of total number of lots located in Little Cove Subdivision which Developer may own at any given time for a period of five years from date of recording, except that when Developer owns only one lot, Developer shall pay the same as the rest of the lot owners.

With the exception of the annual \$250.00 road maintenance fee which shall be due from Developer during the five year period hereinabove specified, the annual cost of repairing and maintaining subdivision roads shall be paid by an annual fee levied on a prorate basis against the owners of each lot in the subdivision, with the owners of each lot paying one share. The annual road maintenance fee assessed against any lot shall not exceed \$250.00., of which \$75.00 of said road maintenance fee will be paid to the Mountain Meadows road committee for maintenance of the Mountain Meadows roads. In the event an individual owns more than one lot, that owner shall be assessed one lot fee for each lot owned; maintenance fees shall be assessed for each residence in the amount of \$250.00 annually and is due and payable on January 1st of each year. Special assessments may be required from individual lot owners in the event that a two thirds vote is reached between all lot owners to pave or tar and gravel the Little Cove community road. If special assessments are agreed upon by a two thirds vote and a lot owner refuses to pay such assessment then the community lot owners will have the right to lien said property to collect the special assessment fee.

3. TERMS OF DEFAULT: In the event in a particular year the owner of any lot located in the subdivision which is subject to the annual road maintenance fee hereinabove provided does not pay said annual fee within (50) days after said fee has been levied and the owner has been notified in writing such levy by certified mail, then if not so paid, any such lien against that lot in the office of the Register of Deeds for Transylvania County, North Carolina. Said Notice of Lien shall be similar in form and recorded in the same manner as liens from the Conneestee Falls Property Owners Association and the Knob Creek Property Owners Association. Upon filing the lien, interest shall accrue on it at the maximum legal rate. Such Notice of Lien shall be signed by one of the developers on behalf of Developer. Upon payment of said assessment charge and interest, Developer shall, within reasonable time, have said lien canceled. All liens provided for herein may be foreclosed by suit by the party filing said lien in like manner as Deed of Trust, and, such event, the party filing said lien may be a bidder at foreclosure sale.

4. RESPONSIBILITY FOR ROAD MAINTENANCE: Developer shall levy the annual maintenance fee herein provided for and shall arrange for all necessary road maintenance and repair each year until (6) lots in the subdivisions have been sold by the Developer, after which time Developer shall have the right to turn over either or both of said duties to a committee of three lot owners in the subdivision as a group. Said committee shall have the same rights with the respect to setting and collecting maintenance fees as Developer. After the initial appointment, said committee shall be elected annually by the lot owners, with each lot having one vote for each committee member.

5. DRIVEWAY BANKS: Driveway banks must be graded to a slope of 1.0 to 1.0; be seeded with grass or covered with mulch or rock and utilize galvanized culverts for drainage along the road within 30 days of land disturbing activity. Road bed must be surfaced with gravel, blacktop, or concrete. Driveways must be sloped as to drain to the ditches in front of the property. All lot owners will be responsible to keep the ditches and culverts on their property in good condition and clear of debris for proper drainage of the roads and properties. If the community must repair a property owners ditches or clean out culverts, that property owner will be billed for the repairs. If the property owner refuses to pay said bill, then the property owners will be allowed to levy a lien against said property.

The roads in the subdivision may, in the future, be extended to serve other properties owned by Developer. Other property along these roads shall be subject to restrictive covenants similar to these. Developer also reserves the right to add adjacent property to Little Cove Subdivision.

The property owners of Little Cove Subdivision shall not be responsible for construction and improvement of roads past the boundary of Little Cove Subdivision. However, future lot owners of other property along any extension of subdivision roads shall be responsible for paying their prorate share of the maintenance of said roads. They will also have the same right to vote for and serve on the road maintenance committee as the lot owners of Little Cove Subdivision.

C. GENERAL PROVISIONS:

1. TREES: No trees greater than 5 inches in diameter shall be removed within (10) feet of roads in the subdivision or the public highway except as needed for driveways, without Developer's consent.

2. 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 (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for like periods until or unless instruments signed by a majority of then owners of the lots (each lot representing one vote) has been recorded, agreeing to diminish or abolish said covenants in whole or in part, provided further that any alteration of the covenants will require written approval from Developer.

3. ENFORCEMENT: These covenants may be enforced by Developer, or by the owners of any lots which are subject to the provisions of these covenants. Enforcement shall be by civil action against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage, or both.

4. SERVERABILITY: Invalidation of any one of these covenants by judgment, consent, or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this
the 23 day of May, 2008

Kenneth J. Brown



Sandra L. Brown



NORTH CAROLINA
TRANSYLVANIA COUNTY

I, Heather M Knux, a Notary Public for said County and State, do hereby
certify that Kenneth J. Brown & Sandra L. Brown, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

WITNESS by hand and official seal, this 23 day of May, 2008

My Commission Expires: 3/20/2010


Notary Public

