

This Instrument Prepared By
E. L. WHITMIRE, JR.
688/751

NORTH CAROLINA
HENDERSON COUNTY

PROTECTIVE COVENANTS
OF
SUGAR HOLLOW FARM

This Declaration of limitations, restrictions and uses made and entered into this the 21st day of November, 1986, by TOWN AND COUNTRY HOMES, INC., a North Carolina corporation;

W I T N E S S E T H :

WHEREAS, the undersigned, TOWN AND COUNTRY HOMES, INC., a North Carolina corporation, (hereinafter called the Developers), is the owner of a tract of land purchased from Wilson Farms. Said property consists of approximately ninety (90) acres and has been subdivided into a residential subdivision known as Sugar Hollow Farm. Plats of said Sugar Hollow Farm are duly recorded in Plat Cabinet A, at Slides 264-A, 265, 265-A, 266, 266-A, 267, 267-A and 268; and

WHEREAS, the said Developer desires to subject all of said lots described on the plats referred to above to the following limitations, restrictions and uses, which shall run with the land and be binding not only upon the undersigned Developer, but upon all its successors in title;

NOW, THEREFORE, the said Developer does hereby make the following declarations as to limitations, restrictions and uses to which the above described tract of land shall be subject:

1. 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, exclusive of basement either finished or unfinished, and a private garage for the automobiles of those occupying said dwelling.

2. No trade or business and 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.

3. No trailer, mobile home, tent, shack or garage, or other outbuilding erected on the above described tract or any lot therein shall at any time be used as a residence temporarily or permanently, nor shall any residence be moved onto a building lot in the subdivision.

4. Carports can under no circumstances be entered from the front. All carports must be side-entered and have a solid wall obstructing the cars on the road side. It is further the intention of these covenants to restrict all garages from being front entering unless, due to topography and grade, a hardship is placed on the lot. In this case, written permission for front-entering garages must be obtained from the Developer before placing on the lot.

5. No trailer, temporary house, mobile home, boat, horse trailer, camping equipment or any other kind of trailer or camper may be parked in the subdivision. This, of course, does not apply if they are completely enclosed and out of sight.

6. All residences shall be set back at least sixty-five (65) feet from the center line of the street or road on which the residence fronts. Each residence shall be set back at least thirty-five (35) feet from each side property line and thirty-five (35) feet from the rear property line of the lot.

7. No lot can be divided without written permission from the Developer, its agent, or successors and assigns.

8. No privies, outdoor toilets or outdoor lavatories will be permitted. All sewage systems shall be connected to a city sewage system or otherwise to a septic tank or cesspool designed, located and constructed in accordance with the requirements of the North Carolina State Board of Health, and approved, as installed, by the Henderson County Board of Health.

9. No asbestos shingles shall be used on any exterior wall and no metal roofing, except copper, shall be used in any residential construction, unless written approval for the change is granted by the Developer. Any exterior wall of concrete blocks, cinder blocks or such similar block construction shall be veneered with brick, rock, wood or stuccoed.

10. No lot or premises shall be used or occupied so as to affect injuriously the use, occupation or value of any adjoining premises for residential purposes.

11. No horse, cow, hog, goat or similar animals, nor any chickens, turkeys, ducks or other poultry, shall be kept or maintained anywhere in the subdivision. No billboard or signboard (except one suitable sign for identification or sale of the site) shall be maintained on any lot.

12. The ground floor area of any residence, exclusive of garage, carport, unenclosed porches and patios, shall contain a minimum of eighteen hundred (1800) square feet of living area, unless it be a two story house, in which case it may have a minimum of twelve hundred (1200) square feet of living area on the ground floor, but the total living area in the house must be a minimum of two thousand (2000) square feet. If the house is a one story house with a finished basement, the main floor shall have a minimum of fifteen hundred (1500) square feet of living area and the lower level or basement shall have at least seven hundred and fifty (750) square feet of heated and finished area.

13. No lot shall be used or maintained as a dumping ground or pit for rubbish, trash or garbage. All such waste shall be kept in sanitary containers until disposed of. All equipment used for the storage of such waste shall be kept in a clean and sanitary condition not visible from the road.

14. All residences erected in this subdivision shall be one-family dwellings. All plans, including elevations and specifications, shall be submitted to the Developer, its agents or its successors, for approval before construction is commenced.

15. No activity shall be carried on in the subdivision which would be or become an annoyance to the neighborhood, nor shall any unsanitary conditions prejudicial to the public health be allowed.

16. Easements five feet wide are reserved along the side lot lines and ten feet wide along the rear lot lines for the installation and maintenance of telephone lines, electric lines,

water lines, gas lines and other public utilities, and for drainage facilities. Provided, however, that where two or more adjoining lots are owned by the same person or persons, no such easements are reserved along the interior lot lines. Rights of way 50 feet wide (measured twenty-five feet on either side of the center line) are reserved for major streets or roads in the subdivision. No other easements, rights of way or rights of access shall be conveyed, granted or in any other way given to any person, firm or corporation, through, over or upon any lot in this subdivision, except with the written permission of the Developer, its successor or assigns.

17. A satellite receiving station will be permitted to be placed on the lots, if properly screened so as not to be visible from any road or adjoining lots. Written permission to install any such system must be obtained from the Developer.

18. These covenants shall run with the land and shall be binding on all parties and all persons claiming under the Developer for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots in the subdivision is recorded, agreeing to change said covenants in full or in part.

19. The Developer reserves the right to grant minor variances in set back lines, and in the location and facing of garages in individual cases where this may be justified because of the topography of the ground or for other valid reasons.

20. It shall be lawful, not only for the undersigned Developer and its successors and assigns, but also for any present or future owners of any lot or lots coming out of the above described tract, who have derived or who shall hereafter derive title from or through the undersigned, to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate the foregoing covenants.

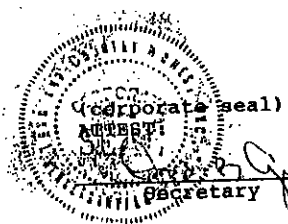
21. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions above set out, which shall remain in full force and effect.

The undersigned Developer does hereby declare that the advantages accruing to its property from the covenants and restrictions set out constitute good and valuable consideration for the execution of this instrument.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set its hand and seal and has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

TOWN AND COUNTRY HOMES, INC.

BY: Philip T. Green, Jr. (SEAL)
Philip T. Green, Jr., President



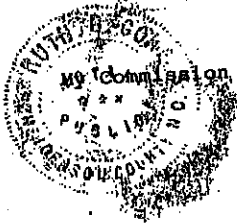
(SEAL)

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NORTH CAROLINA
HENDERSON COUNTY

This the 21st day of November, 1986, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, PHILIP T. GREEN, JR., who, being duly sworn, says that he is President of TOWN AND COUNTRY HOMES, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that the said writing was signed by him in behalf of said Corporation by its authority duly given. And the said PHILIP T. GREEN, JR. acknowledged the said writing to be the act and deed of said Corporation.

Ruth B. Gore
Notary Public



North Carolina, Henderson County. The foregoing certificate(s) of Ruth B. Gore

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office

this 21st day of November 1986 at 2:45 P.M. in Book 688 Page 251

Bruce J. Maxwell
Register of Deeds

Valerie C. Brant
(Assistant) (Deputy)