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Prepared By: WHITE & DALTON  
William R. White

DECLARATION  
OF  
RESTRICTIVE COVENANTS  
FOR  
WHISKEY CREEK II SUBDIVISION

These Restrictive Covenants shall apply to lots in WHISKEY CREEK II SUBDIVISION, the deeds for which incorporate these Restrictive Covenants by reference.

1. LAND USE. No Lot shall be used except for residential purposes. No mobile home shall be permitted on any 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 and 7.5 feet on either side of each interior lot line.

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.

5. SETBACKS AND RESUBDIVIDING. That each lot shall have a 30 foot front setback from the street upon which it is located with each lot having a 15 feet side line and rear line setback; that further, the lots within Whiskey Creek II Subdivision cannot be resubdivided by lot owners, other than the developer, prior to sale of a lot to a third party.

6. 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, either temporary or permanent.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for real estate signs or identification signs no larger than four square feet.

8. 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, provided they are not kept, bred or maintained for any commercial purposes.

9. 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.

10. ROAD MAINTENANCE FOR INTERIOR LOTS. It is understood and agreed that the developer has provided certain interior roads as a means of ingress and egress to the lots within the Whiskey Creek II Subdivision; that Line Runner Ridge Associates, II shall maintain said roads in passable condition or better condition until fifty (50%) percent of the interior lots are sold; at that time all owners of interior 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 Whiskey Creek II Subdivision.

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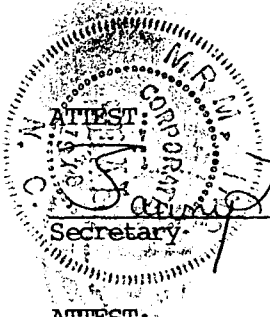
11. ROAD MAINTENANCE FEES FOR INTERIOR LOTS. Each interior lot owner shall pay One Hundred Twenty Dollars (\$120.00) per year to Line Runner Ridge Associates, II for maintenance of the roads, said sum being paid in advance; it is further understood and agreed that once the Property Owners Association takes over the maintenance of said roads as provided above, the obligation of Line Runner Ridge Associates, II 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.

12. 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.

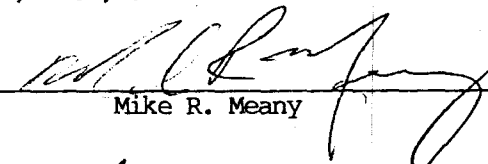
13. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.


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 \_\_\_ day of June, 1988.

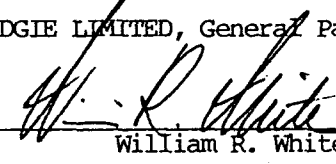
  
Secretary  
*Samuel Brown*

LINE RUNNER RIDGE ASSOCIATES, II  
MRM, INC., General Partner

By:   
Mike R. Meany

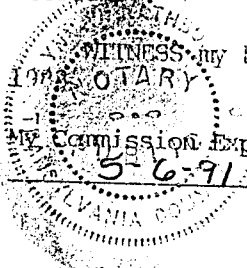
ATTEST:  
  
Ass. Secretary  
*Patricia Owen*

WIDGIE LIMITED, General Partner

By:   
William R. White, President

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, a Notary Public of the County and State aforesaid certify that PAULEME OWEN, personally came before me this day and acknowledged that she is Assistant Secretary of WIDGIE, LIMITED, a North Carolina Corporation, and General Partner of Line Runner Ridge Associates, II (See Certificate of Assumed Name at Partnership Agreement Book 3, at Page 313 in the Transylvania County Registry), and that by authority duly given as the act of the corporation, the foregoing instrument was signed by its President, sealed with its corporate seal and attested by her as its Assistant Secretary.

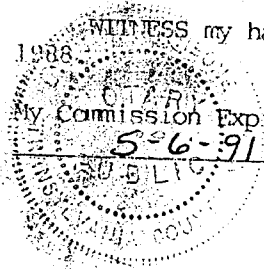


WITNESS my hand and notarial seal this the 29<sup>th</sup> day of June, 1988.

Lynn W. Rathbone  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, a Notary Public of the County and State aforesaid certify that TAWNY L. BROWN, personally came before me this day and acknowledged that she is Secretary of MRM, INC., a North Carolina Corporation, and General Partner of Line Runner Ridge Associates, II (See Certificate of Assumed Name at Partnership Agreement Book 3, at Page 313 in the Transylvania County Registry), and that by authority duly given as the act of the corporation, the foregoing instrument was signed by its President, sealed with its corporate seal and attested by her as its Secretary.



WITNESS my hand and notarial seal this the 29<sup>th</sup> day of June, 1988.

Lynn W. Rathbone  
Notary Public

STATE OF NORTH CAROLINA-TRANSYLVANIA COUNTY.

The foregoing certificate of Lynn W. Rathbone  
a Notary Public ( ) of the  
State and County designated, is (are) certified to  
be correct,

This 29 day of June, 1988

Fred H. Small  
Register of Deeds

Filed for registration on the 29 day of June  
1988 at 4:45 o'clock P M, and registered and

verified on the 29 day of June 1988

In Book No. 307 page 98

Fred H. Small  
Register of Deeds, Transylvania County