

2006005164

TRANSLVANIA CO, NC FEE \$23.00
PRESENTED & RECORDED:
06-20-2006 04:05:01 PM
CINDY M OWNBEY
REGISTER OF DEEDS
BY: KARIN SMITH
DEPUTY REGISTER OF DEEDS
BK: DOC 355
PG: 407-410

DECLARATION OF RESTRICTIVE COVENANTS
FOR
STILL WOODS SUBDIVISION

These Restrictive Covenants shall apply to lots in STILL WOODS 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 shall be permitted on any lot.
2. SUBDIVISION. No lot shall be further subdivided.
3. 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.
4. EASEMENTS. Easements for installation and maintenance of the utilities and drainage facilities are reserved within the road rights-of-way.
5. 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.
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 exceeding 5 square feet shall be displayed to the public view on any lot.
8. SETBACKS. All lots in Still Woods Subdivision will be subject to setback regulations. Every structure including, but not limited to any home, deck, porch, garage or any outbuildings shall not be less than 20 feet from any front, side or rear property line and must be located at least 20 feet from any road right-of-way.
9. 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 in compliance with nuisance covenant.
10. 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.
11. ROAD MAINTENANCE. Each Still Woods lot owner has a right to use Cantrell Mountain Road as a means of ingress and egress to his respective lot. Every lot owner shall pay an annual maintenance fee to the persons or firms maintaining said road. The current maintenance fee is One Hundred, Twenty Dollars (\$120.00) per year, but may be increased or decreased to reflect any changes in costs of maintenance with the lot owner paying his pro-rata share as other lot owners using said road.
12. COMMON EXPENSES. Each Still Woods lot owner shall pay his or her pro-rata share of any common expenses of the Still Woods Subdivision, common expenses being any expenses approved by a majority of the owners of the lots in Still Woods with each lot entitled to one (1) vote.
13. 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.

14. 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.

15. SEVERALIBILITY. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

[EXECUTIONS ON NEXT PAGE]

In TESTIMONY WHEREOF, the Developer has hereunto set its hand and seal this the 20th day of June, 2006.

Burdette-Pogue Investments, LLC

By: 
Josh Burdette-President

ATTEST:

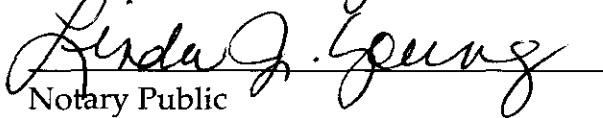
ATTEST:

State of North Carolina, County of Transylvania

I, Linda J. Young, a Notary Public for said County and State, do hereby certify that Joshua Burdette, President of Burdette Pogue Investments, LLC personally appeared before me this day, and acknowledged that he is executed the foregoing instrument on behalf of said limited liability company for the purposes therein expressed.



Witness my hand and official seal, this the 20th day of June, 2006.



Notary Public
My Commission Expires:

9-21-10
