

STATE OF NORTH CAROLINA )  
COUNTY OF HENDERSON )

LAND USE RESTRICTIONS,  
PROTECTIVE COVENANTS AND  
BUILDING STANDARDS

WHITE'S LAKE SUBDIVISION

WHEREAS, Smith & Lowe Development, Inc., hereinafter referred to as "Developer" is the owner of a certain tract of land known as White's Lake Subdivision located on that property described in Deed Book 974, Page #508 in the Henderson County, North Carolina Courthouse.

WHEREAS, Developer has agreed to establish a general plan of development as herein set out to restrict the use of occupancy of the property for the protection of the property and the future owners thereof.

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES, Smith & Lowe Development, Inc., agrees with any and all persons, firms or corporations hereinafter described that the same shall be and is hereby subject to the following Restrictions, Covenants and Standards relating to the use and occupancy thereof, which are to be construed as Land Use Restrictions, Protective Covenants and Building Standards running with the land comprising the lots hereinafter described and shall inure to the benefit of and be binding upon the successors and assigns of Smith & Lowe Development, Inc., and all other persons and parties:

- 1) The property which is made subject to the conditions set forth herein is more particularly described as that property entitled "White's Lake Subdivision" and shown on plat file 3306 A+B in the Henderson County Courthouse.
- 2) The name "White's Lake" and any similar use of the name "White's Lake" is the sole and exclusive property of the Developer and cannot be used by any other homeowner other than as used for this Development, but may be used by the Developer as it sees fit.
- 3) No dwelling or other structures shall be erected, placed or altered on any lot in said subdivision until the proposed building plans, complete with specifications, exterior color or finish and plot plan (showing the proposed location of such building or structure, drives, parking areas, sidewalks, trash containers, mailboxes, front, rear and side elevations, floor plans, location of heating and air conditioning units, plumbing and electrical details, landscaping and complete specifications) shall have been approved in writing by the Developers, their successors and assigns.

- 4) All building plans must include and provide for the use of silt fencing and other sedimentation control devices. All lot owners are responsible for the erosion of soil from any lot which may collect and settle on the road or drainage areas of subdivision.
- 5) Refusal of approval of plans, location or specifications may be based by the Developers upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Developers shall seem sufficient.
- 6) In no case shall concrete block be exposed; if used for foundation or any wall, it shall be stuccoed or brick veneered or faced with stone. The exterior of all structures shall be natural in appearance and colored so as to blend with its surroundings. Stucco, brick, stone and wood exteriors are specifically permitted. Vinyl, aluminum and masonite siding are specifically prohibited. The Developer and his heirs and assigns reserve the right to permit the use of exterior finishes designed to look and wear like wood.
- 7) If the Developers fail to approve or disapprove such plans and specifications within thirty (30) days after the same has been submitted, or if no suit to enjoin the erections thereof, such approval shall not be required.
- 8) A fee of One Hundred and no/100 Dollars (\$100.00) shall be charged by the Developers for a review of the plans and specifications, payable at the time of submission to the Developers.
- 9) No specific time limit is placed on each lot sold from the date of sale for construction of a dwelling to begin. However, purchasers who purchase lots within the subdivision, either developed or undeveloped shall keep the lots in neat and attractive manner.
- 10) No lot shall be used except for single family residential purposes. All other purposes, agricultural, commercial and others are specifically prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two and one-half (2 ½) stories in height. No dwelling will be constructed having less than 1,000 square feet of heated area, except on lots less than one (1) acre, which may have not less than 800 square feet of heated area, exclusive of carports, porches, decks, etc. Multiple level buildings must have at least 1,000 square feet of heated space on the ground floor facing the road. On properties with more than three (3) acres, the guest house of not less than 500 square feet may be constructed, in addition to and after the main residence.
- 11) Said property shall be used for single family residences only. The Developers reserve the right in their sole and uncontrolled discretion to approve or disapprove subdivision of lots or portions thereof.
- 12) No buildings of a temporary structure, shacks, garages, tents, barns or outbuildings shall be used for residential occupancy, nor shall a mobile home be allowed on the property.

- 13) The exterior of all units and other structures must be completed within one (1) year after the construction of same shall have been commenced, except where such completion is impossible or results in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.
- 14) No buildings shall be constructed or located nearer than thirty (30) feet from the front lot line of any lot or as shown on said plat nor nearer than fifteen (15) feet to any side lot line or as indicated on subject plat
- 15) Ten (10) feet on each side, front and rear lot line is reserved for utility and drainage easements and other utilities by the developer, its nominee or assign.
- 16) No satellite TV antenna system shall be erected, placed or maintained on any lot in said Subdivision without the express written approval of the Developer, its nominees or assigns. Any satellite TV antennas shall be no greater than 18" in diameter and shall not be visible from any road.
- 17) All mailboxes must be approved and conform to restrictions set forth by the Developer.
- 18) No business, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, device or things of any sort whose normal activities or existence is in any way, illegal, noxious, dangerous, unsightly or unpleasant that may diminish or destroy the enjoyment of other property in the neighborhood by the owners hereof. No lot shall be used for schools, kindergartens or churches. Swine, goats, poultry, sheep, horses and other farm animals are specifically excluded. No domestic fowls, poultry, goats, sheep or swine shall be kept upon any lot.
- 19) No sign board shall be displayed on any lot except "FOR SALE" or "FOR RENT" and such signs shall be no more than 2X3 feet in size except the Developer shall have the right to use additional signs for development of the subdivision. No sign of any kind may be placed upon any common area or road right of way except by express permission of the developer.
- 20) No structure of a temporary character shall be placed upon any lot at any time provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of the construction.
- 21) No trailer, tent, treehouse or other similar outbuilding or structure shall be permanently placed on any lot at any time. No motor vehicle shall be permitted to stay in the subdivision which does not have current license plates. No bus, transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Also, no other trucks with the total length of over eighteen (18) feet shall be allowed at any time, except for loading and unloading. Boats, travel trailers and motor homes

shall remain behind the minimum setback lines as designated on said plat and kept in the rear of the dwelling.

- 22) All electrical service on each lot shall be underground.
- 23) No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling house or unit, within the accessory building or within a screened area or buried underground.
- 24) No swimming pool shall be placed upon any lot in the subdivision until approved by the Developers or their designated representative.
- 25) No wire fence shall be permitted any nearer the street than the rear corner of the dwelling except as approved in writing by the Developer. Fence fronting on lots shall be of board, brick, stone, iron or similar type construction to protect aesthetic appeal of the subdivision and must be specifically approved by the Developer.
- 26) Approval of the Developers, as well as approval of the Henderson County or North Carolina State Board of Health, is hereby required prior to the installation of any septic tank and/or well. Any well visible from any subdivision road shall be screened by landscaping.
- 27) All cutting of trees outside the building sites will be in such manner so as to leave the lot wooded. No trees, shrubs, bushes or other vegetation having a diameter of four (4) inches or more shall be cut, destroyed, bulldozed or mutilated except with the express written permission of the Developer.
- 28) No house of like design or exterior may be placed adjacent to each other.
- 29) Dog houses or dog pens shall be allowed on any lot subject to the express written permission of the Developer. Any dog house or dog pen which is allowed must be located behind the house and not visible from the road.
- 30) All garbage cans or pails must be hidden from view.
- 31) Garden areas are permitted only to the rear of a completed dwelling and may not be visible from the road. All such areas require the specific approval of the Developer.
- 32) When all road construction is completed within White's Lake Subdivision and when 80% of lots within said subdivision have been sold, the developers shall have the property owners form a Property Owners Association for the purpose of managing the infrastructure of White's Lake Subdivision. The Property Owners Association shall have a President, Secretary/Treasurer and such Vice Presidents as shall be necessary to oversee maintenance of the common properties and roads within White's Lake Subdivision. The Property Owners Association shall have the right to delegate maintenance responsibilities to a manager.

All property owners shall pay \$350.00 per year for the maintenance of private roads and common properties within White's Lake Subdivision, commencing with the date of closing of their purchase. This fee applies to all survey and platted properties within White's Lake Subdivision individually. Persons who purchase more than one (1) property within White's Lake Subdivision shall pay \$350.00 per year for each property that is maintained as a separate parcel.

33) The Developer shall maintain all private roads within White's Lake Subdivision until such time as the Property Owners Association is formed. Monies collected from individual property owners prior to the formation of the Property Owners Association shall be maintained in a trust account and disbursed on a prorata basis towards the cost of road maintenance.

Once the Property Owners Association is formed, the developer shall contribute a total of \$350.00 per year to road maintenance until they have sold all remaining property in the White's Lake development.

34) The temporary use, not to exceed sixty (60) days per year, of recreational vehicles is permitted within White's Lake Subdivision, provided a driveway to a campsite has been properly installed, including gravel and culverts. Any site used for a recreational vehicle must be cleared and leveled and situated a minimum of 60' from all property lines or road right of ways. Before a campsite can be occupied it must have sanitary facilities installed and approved by the Henderson County Health Department. Campsites may not be rented under any circumstances and may not be occupied by anyone other than the property owner, his immediate family or invited guests with the property owner or an immediate family present.

All fires shall be contained within a properly constructed fire pit or fire ring. Campsites shall be maintained free of trash and debris. Should a campsite be left in an uncleaned condition, the developers or the Property Owners Association shall have the right to enter the property, clean the site and charge the owner an appropriate fee for this service. Tent camping or camping "out of doors" is expressly prohibited in White's Lake Subdivision.

35) Nothing herein shall prevent keeping of horses on tracts which are greater than 2 acres, provided that not more than one horse per acre may be maintained, no commercial stable or horse operation shall be permitted.

36) View easements as shown on the plats for White's Lake Subdivision Sections I & II are for the benefit of property owners surrounding them. No structure of sufficient height to obstruct the view of any of the adjoining property owners may be built in any view easement. No trees or shrubs may be planted in any view easement in a manner that will cause it to grow and obstruct the view of any of the adjoining property owners. Any trees or shrubs that grows naturally in any view easement in such a manner that it obstructs the view of any adjoining property owner may be removed by the property owner so affected, subject to the notice provision herein provided.

It is intended that property owners will co-operate in keeping view easement cleared of obstructions. However, no trees or shrubs may be removed from any property owners land without prior written notification of said property owner and the concurrence of the necessity of its (their) removal by the developer or Property Owners Association.

Trees and shrubs cut down within view easements must be disposed of in a manner that it not unsightly or dangerous. In locations where brush piles are visible from the subdivision roads or homesites, the developer or Property Owners Association shall have the right to require their removal, or to remove them at the expense of the individual who caused them to be placed in an offensive manner.

37) View easements are defined as those portions of the property surveyed and delineated on the plats for White's Lake Subdivision filed on plat file \_\_\_\_\_ in the Henderson County Courthouse. In addition, there's a view easement on the Eastern slopes of lots 21-35 which commences from a line running parallel to the center line of the ridge that traverses the lots and located 75 feet East of that point to the road right-of-way of White's Lake Boulevard in front of lots 21-24, to the Western lot line of lot 41 in front of lots 25 & 26, and to the border of the private conservation easements on the Eastern slopes of lots 26-35.

38) Private conservation easement shall be defined as that portion of lots 27-35 on the Eastern slopes delineated by the survey line shown on the plats for White's Lake Subdivision in plat file \_\_\_\_\_ in the Henderson County Courthouse.

It is the intent of the private conservation easement that the portions of lots 27-35 that lie within it remain in a natural state.

The purpose of this easement is to provide a natural buffer between the subdivision and Pot Shoals Road.

Owners of lots which have a portion covered by this easement may enter upon their property for the purpose of removing dead or diseased trees, or removing brush that creates a fire hazard. Care should be taken to avoid upsetting the ecology of this area.

Notwithstanding the intent of this easement, the developer or his heirs or assigns reserve the right to permit the felling or topping and trimming of any tree that grows within this easement to a height that blocks the view of an owner of lots 27-35 at said owner's expense.

39) Speed limits: The speed limit for all roads in White's Lake Subdivision shall be fifteen (15) miles per hour.

40) Hunting and the discharge of firearms are prohibited within White's Lake Subdivision

41) Burning out-of-doors must be done in accordance with the rules of the North Carolina Forestry Service. Burn permits must be obtained from the Forestry Service before burning.

42) Rules governing use of White's Lake and common area:

- a) No child under 16 years of age may enter into or upon the lake unless accompanied by an adult parent or guardian
- b) No boat larger than 12' or weighing in excess of 200 lbs. may be placed in the lake and no gasoline powered motors may be used on the lake
- c) The shoreline of lots 11-16 are private property and reserved for the use of the owners of those lots
- d) Owners of lots 11-16 may construct a private dock or gazebo extending no further than 8' over the surface of the lake and no wider than 10'. Plans for such structures must be approved in writing by the developer, his heirs or assigns
- e) No vehicle may be left overnight in the common area
- f) The common area, lake and its amenities are reserved for the use of property owners in the White's Lake Subdivision and their guests when accompanied by a property owner
- g) Boats, canoes, flotation devices, toys, folding chairs and other recreational devices must be removed from the common area, lake and docks when not in use by property owners or their guests excepting that owners of lots 11-16 may keep a boat securely fastened to their shoreline when not in use
- h) All trash and debris must be removed from the common area following its use - including, but not limited to, used charcoal and picnic debris
- i) Upon its completion, White's Lake will be stocked with appropriate fish. Fishing will be permitted only after the fish population is sufficient to sustain this activity. The Developer, its heirs or assigns may place size and quantity limits on catches as appropriate to maintain a healthy fish population
- j) The Developer, its heirs or assigns, may suspend lake and common area privileges for any individual who disregards these regulations, or for any reason deemed to be in the best interest of the property owners or developer

43) Invalidation of any one of these covenants by judgement or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

- 44) No unlicensed & uninsured vehicle may be maintained on the property except in a fully enclosed garage. No ATV's, dirt bikes or "four wheelers" be operated within White's Lake Subdivision. Any person operating a vehicle on the private roads and driveways within White's Lake Subdivision must be licensed and insured.
- 45) It shall be lawful, not only for the undersigned Developer, and their 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. If a court action if required or taken, the violator shall pay all costs, including attorneys fees and court costs.
- 46) The White's Lake Property Owners Association, when formed, shall succeed to all rights of the developer contained in these covenants and restrictions once all of the lots in White's Lake Subdivision have been sold by the developer. Developer shall however perpetually retain the right to overrule any decision of the Property Owners Association.
- 47) The White's Lake Property Owners Association shall have the right to place liens against individual properties for such dues and assessments that become in arrears by a period exceeding 90 days of due date.
- 48) The Developer herein reserves the right to modify, change or cancel any or all of these restrictive covenants as it, in its sole discretion and judgement may deem necessary for future use or development of the land.
- 49) No property owner, without the prior written approval of the Developer may impose any additional covenants or restrictions on any lots as shown on said recorded plat.
- 50) Nothing contained herein shall restrict or prohibit the mortgaging of any lot or the passage of title under any mortgage foreclosures; provided, however, the right is hereby reserved to Developer to intervene in any proceeding to foreclosure a mortgage or to set aside any sale or transfer of title in violation of this covenant; nor shall anything herein be determined to apply to or affect the transfer of title by will or under the intestate laws. However, the purchasers at any foreclosure sale and the heirs and devisees or any owners, after acquiring title by foreclosure, demise or under the intestate laws, and their successors in title shall be bound by the provisions of the paragraph as to any subsequent sale or transfer of said lot.
- 51) These covenants, restrictions, limitations, reservations and uses shall run with the land to take effect immediately upon recordation in the Henderson County Registry, and shall be binding on all parties and all persons claiming under the Developer of 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.

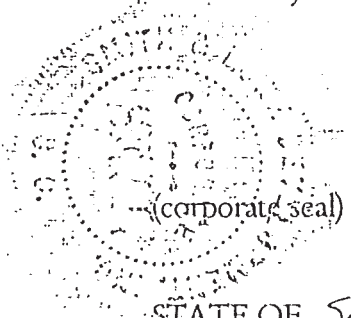


52) It is understood and agreed, and subsequent grantees expressly agree by acceptance of a deed conveying any lot within this development that any portion of the restrictive covenants may be released, changed, modified or amended by a 3/4's majority vote of the then property owners of this development. Each lot owner, including the Developer, shall have one vote for each and every lot then owned within the development. The written and recorded modifications of these Covenants, signed by owners of a 3/4's majority of lots in this development, shall be sufficient to constitute an amendment of these Covenants without notification to any persons or persons.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set their hands and seals the day and year first above written.

SMITH & LOWE DEVELOPMENT, INC.

By: Charles W. Fey V.P.  
VICE PRESIDENT

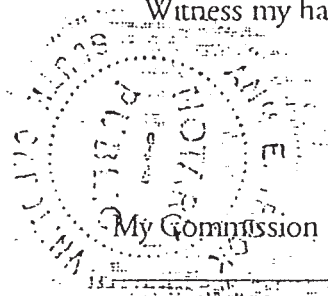


STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, ANN E. IPOCK, A Notary Public of the County and State aforesaid, certify that CHARLES W. LOWE JR personally came before me this day and acknowledged that he is VICE PRESIDENT of Smith & Lowe Development, Inc., a South Carolina Corporation and that he as VICE PRESIDENT, being authorized to do so, executed the foregoing on behalf of the Corporation.

Witness my hand and official stamp or seal, this 7 day of January, 2000.



Ann E. Ipock  
Notary Public

North Carolina, Henderson County The foregoing certificate(s) of Ann E. Ipock  
Notary Public (~~Notary Public~~) is ~~not~~ certified to be correct. this instrument presented for registration and recorded in this office this 10 day of January, 2000 at 1:00PM in book 1012, page 552

whiteslakerestrictions.jrs

Richard Moles  
Register of Deeds

Leah Forecote  
(Assistant Deputy)

(c)

31012

P 561

**SUBDIVISION STREETS DISCLOSURE**

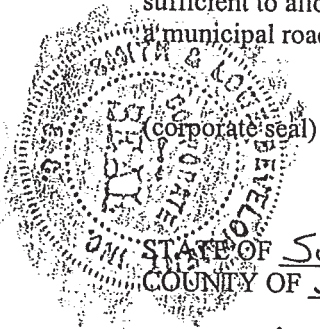
Pursuant to N.C.G.S. #136-102-6(f), Smith & Lowe Development, Inc., a South Carolina Corporation ("Seller") does hereby certify to the undersigned prospective Purchaser of Lot(s) \_\_\_\_\_ in White's Lake Subdivision that:

This Road Disclosure Statement applies to the road system in White's Lake Subdivision as shown on plats filed on Slide 3306 A+B in the Office of the Register of Deeds for Henderson County, Henderson County Courthouse, Hendersonville, North Carolina.

- 1.) All roads in White's Lake Subdivision are Private Roads and intended to remain Private Roads.
- 2.) The rights-of-ways and design of the roads have not been inspected or approved by the N.C. Division of Highways.
- 3.) All roads will be maintained by the Developer until such time as 80% of the lots in White's Lake Subdivision have been sold. Once this occurs, the responsibility for maintaining the roads shall be assumed by the property owners.  
Each property owner shall pay a road maintenance fee of \$350.00 per year to maintain the roads and amenities and to create a reserve fund for re-paving the roads when this becomes necessary. These funds will be collected annually and maintained and disbursed by the Property Owners Association on behalf of the individual owners.
- 4.) All roads in White's Lake Subdivision are not constructed to minimum standards, sufficient to allow their inclusion in the State Highway System for state maintenance or into a municipal road system for local maintenance.

SMITH & LOWE DEVELOPMENT, INC.

By: Charles W. Lowe Jr.  
VICE PRESIDENT



I, Ann E. Ippock, A Notary Public of the County and State aforesaid, certify that Charles W. Lowe Jr. personally came before me this day and acknowledged that he is Vice-President of Smith & Lowe Development, Inc., a South Carolina Corporation and that he as Vice-President, being authorized to do so, executed the foregoing on behalf of the Corporation.

Witness my hand and official stamp or seal, this 7<sup>th</sup> day of January, 2000.

Ann E. Ippock  
Notary Public

My Commission expires:  
MY COMMISSION ENDS SEPTEMBER 4, 2008

