

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDED & REINSTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
LAUREL MOUNTAIN SUBDIVISION

This Amended and Reinstated declaration of limitations, restrictions and uses made and entered into this ____ day of _____, 2018, by Paul D. Shearer and wife, Kathryn Brandlin Shearer (hereinafter "Owner").

WITNESSETH:

Whereas, Paul D. Shearer and Kathryn Brandlin Shearer are the owners of four tracts of land shown in Deed Book 1274 at Page 786, Deed Book 1619 at Page 675, Deed Book 3114 at Page 537, and Deed Book 3148 at Page 44, said land also being shown on Plat Slide 1132 and 11299, all recorded in the office of the Register of Deeds for Henderson County, North Carolina, and

Whereas, Owner desires to subject all of said lots described on said plat to the following limitations, restrictions and uses, which shall run with the land and be binding not only on the undersigned but upon all the successors in title,

Now, therefore, Owner does hereby make the following declarations as to limitations, restrictions and uses to which the above-described tract of land known as Laurel Mountain 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 detached single family dwelling or approved off frame modular by Owner, 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. All homes shall be constructed on site, or the components approved by Owner prior to the beginning of construction of residence. No building shall have exposed cement or cinder blocks on the exterior

2. No short term rental is allowed. All rentals must be at least one year in duration

3. 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. No commercial business with traffic shall be carried on upon any lot. An in-home business without traffic is allowed.

4. No lot shall be subdivided or its boundary lines relocated for any purpose other than to merge an additional lot so as to create a lot larger than the original lot. No subdivision or boundary relocation shall be made without the written approval of Owner, or $\frac{3}{4}$ majority must approve, however, Owner hereby reserves unto himself, the right to re-plat or re-subdivide any lot or lots shown on the plats prior to the conveyance thereof in order to create a modified lot or lots. These restrictions herein shall apply to each lot or lots which may be created. Lot #1 maybe subdivided into no more than two lots.

5. Easements ten (10) feet in width are reserved along all the lot lines for the installation and maintenance of telephone lines, electric lines, and maintenance of telephone lines, electric lines, water lines, gas lines and other public utilities and for the drainage facilities. Provided, however, that where two or more adjoining lots are owned by the same person or persons, no such easement shall be reserved along the interior lot lines.

6. 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.

7. No trailer, mobile home, tent, shack or garage or any other outbuilding moved or erected on the above-described lots shall at any time be used as a residence temporarily or permanently. No recreational vehicles or pull campers shall be kept on the lot permanently unless said unit is garaged in a garage previously approved by Owner.

8. The minimum building setback from the front street right of way shall be 25 feet and from any side lot shall be 10 feet and from the rear lot shall be 10 feet, and not less than 25 feet from the street line of a side street if the property is on a corner. The Owner reserves the right to grant variance to setbacks when necessary.

In the event property owned by one property owner shall consist of more than one lot, then the lot lines, for the purpose of these restrictions, shall be outside the perimeter of the entire contiguous tract owned by owner.

9. The ground floor area of any residence constructed exclusive of garage, carport, unenclosed porches and patios, shall contain a minimum of 1,200 square feet of heated living area, unless it is a two-story house, in which case it shall have a minimum of 900 square feet of heated living area on the ground floor, but the total heated living area in the house shall be minimum of 1,500 square feet.

10. All outside construction work, grading and cleanup of unused material shall be completed within a period of one (1) year from the date of commencement of construction.

11. All residences erected in this subdivision shall be one-family dwellings. All plans, including elevations and specifications, shall be submitted to Owner, or $\frac{3}{4}$ majority must approve, for approval before construction is commenced. Refusal of approval of plans, specifications or location of any structure may be based on any grounds, including purely aesthetic considerations, which at the sole discretion of the Owner, shall be deemed sufficient. Approval or denial shall be issued by the Owner, within 30 days after receipt of such requests from a lot owner.

12. No privies, outdoor toilets, or outdoor lavatories will be permitted. No unsanitary condition prejudicial to the public health shall be permitted. All sewage systems shall be connected to a public sewage system. No liquid in any way may be placed into open ditches or watercourses. No lot or any portion thereof, shall be used or maintained as dumping grounds for rubbish. All such waste shall be kept in sanitary containers and shall be disposed of at least twice monthly. All equipment used for the storage of such waste shall be kept in a clean and sanitary condition not visible from the road. All trash containers must be placed in designated area on Lot #1 along Laurel Mountain Trail for pickup.

13. No billboard or signboard (except one suitable for identification of sale of the site no larger than two (2) feet by two (2) feet shall be maintained on any lot.

14. No horse, cow, hog, goat or similar animals, nor livestock or poultry of any kind shall be kept, bred or raised on any lot except that dogs, cats, or other household pets shall be kept within the boundary of the property of the owner of said pet, and shall not be allowed to become a nuisance to any neighbors in any manner. The owner shall have no more than three (3) domestic animals in their home (i.e. dogs/cats).

15. No satellite dishes greater than eighteen (18) inches shall be allowed on any lot.

16. All clothes lines shall be in the rear of the dwelling and shall not be visible from the street.

17. No swimming pools may be erected in front of a residence, or closer than 25 feet of any side or rear lot line, and any swimming pool placed upon any lot or lots in this subdivision shall be properly fenced in or enclosed in such a manner as not to cause a hazard to this subdivision.

18. Any fence erected within the front yard building setback line shall be of an ornamental nature and shall not be more than three (3) feet in height, excluding fence posts, with the exception of any fences placed around a swimming pool in the side yard.

19. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

20. No motor vehicle which is inoperative shall be allowed to remain on any lot for more than 30 days unless same is stored in a completely enclosed garage. All vehicles remaining on the lot shall be tagged with current year plates and used on a regular basis. No trucks larger than a standard pickup truck shall be parked on any lot.

21. All streets and roadways as set forth on the recorded map of the development are currently designated and known as private residential streets to be used only by the lot owners in said subdivision and shall be equally maintained in all weather conditions by the owners of said lots. All repairs and maintenance shall be paid in equal shares according to the number of lots owned. No other streets or 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 development. An account will be established once a lot is sold, for the maintenance/upkeep of the residential streets.

22. There shall be a designated turn around located at the end of Ridge Dr. There shall be no parking in roadways or in cul de sac/turnaround areas and no blocking of roadways with vehicles.

23. 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 under a period of thirty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years each.

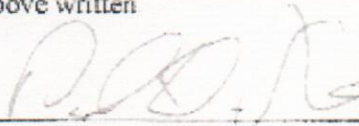
It is understood and agreed, and subsequent Grantees expressly agree by acceptance of a deed conveying any lot within this development that any portion of the restrictive covenants may be released, changed, modified or amended by a three-fourths majority of the lot owners in this development, and shall be sufficient to constitute an amendment of these covenants without notification to any person or persons.

24. It shall be lawful, not only for the undersigned Owner 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 is required and taken, the losing party shall pay all costs, including attorney's fees and court costs.


25. Invalidations of any one of these covenants by judgment or court order shall not in any way effect any of the other provisions above set out, which shall remain in full force and effect.

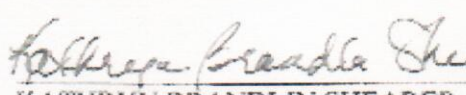
The undersigned does hereby declare that the advantages accruing to his property from the covenants and restrictions hereinabove set out constitute good and valuable consideration for the execution of this instrument.

In witness whereof, the undersigned Paul D. Shearer and Kathryn Brandlin Shearer have hereunto set their hands and seals the day and year first above written.



PAUL D. SHEARER


JESSICA D. RUFF
Notary Public, North Carolina
Polk County
My Commission Expires
May 06, 2020



KATHRYN BRANDLIN SHEARER

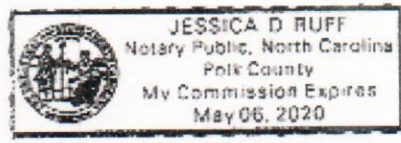

JESSICA D. RUFF
Notary Public, North Carolina
Polk County
My Commission Expires
May 06, 2020

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, a Notary Public for the State and County aforementioned, do hereby certify that Paul D. Shearer and Kathryn Brandlin Shearer personally came before me this day and acknowledge the due execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this the 16 day of August, 2019.

Jessica D. Ruff
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5.6.2020



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
LAUREL MOUNTAIN SUBDIVISION

This Amendment to the Declaration of Protective Covenants, Restrictions and Easements for Laurel Mountain Subdivision made and entered into this 1st day of ~~March~~ March, 2022, by Paul D. Shearer and wife, Kathryn Brandlin Shearer (hereinafter "Owner").

WITNESSETH:

Whereas, Paul D. Shearer and Kathryn Brandlin Shearer are the owners of three tracts of land shown in Deed Book 1274 at Page 786, Deed Book 1619 at Page 675, and Deed Book 3114 at Page 537, and said land also being shown on Plat Slide 1132 and 11299, all recorded in the office of the Register of Deeds for Henderson County, North Carolina; and

Whereas, per the Declaration of Protective Covenants recorded in Book 3282 at Page 469 and Amended and Restated in Book 3375 at Page 510, the restrictive covenants may be released, changed, modified or amended by a three-fourths (3/4) majority of the lot owners in this development; and

Whereas, Paul D. Shearer and Kathryn Brandlin Shearer own three of the four lots subject to the above-referenced covenants and have agreed to modify and amend the following covenants:

Now, therefore, owner does hereby make the following amendments to the declarations as to limitations, restrictions and uses to which the above-described tract of land known as Laurel Mountain shall be subject:

2. No property shall be used as a rental, VRBO or AirBNB.

14. No horse, cow, hog, goat or similar animals, nor livestock or poultry of any kind shall be kept, bred or raised on any lot except that dogs, cats, or other household pets shall be kept within the boundary of the property of the owner of said pet, and shall not be allowed to become a nuisance to any neighbors in any manner. The owner shall have no more than two (2) domestic animals in their home (i.e. dogs/cats).

EXCEPT AS the covenants are specifically amended by the language contained herein or may be impliedly amended by this language, the remaining Restrictive Covenants and Conditions for Laurel Mountain Subdivision recorded in Book 3375 at Page 510 in the office of the Register of Deeds for Henderson County, North Carolina are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Owner of three/fourths of the lots of Laurel Mountain Subdivision has executed this First Amendment, this the _____ day of March, 2022.



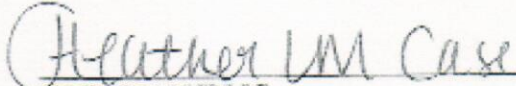
PAUL D. SHEARER (SEAL)



KATHRYN BRANDLIN SHEARER (SEAL)

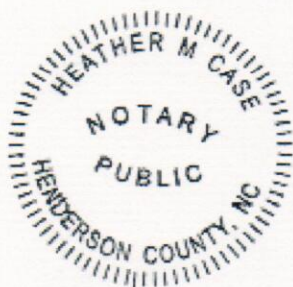
STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, a Notary Public for the State and County aforementioned, do hereby certify that Paul D. Shearer and Kathryn Brandlin Shearer personally came before me this day and acknowledge the due execution of the foregoing instrument. Witness my hand and notarial stamp or seal, this the 19 day of March, 2022.



NOTARY PUBLIC

(SEAL)



MY COMMISSION EXPIRES:
9/26/2026