



This document presented and filed:
12/04/2013 05:00:53 PM



NEDRA W. MOLES, Henderson COUNTY, NC

↙ Return to Jonathan Parce

Restrictive Covenants of Silverglen Phase II of Silverstone Subdivision

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS OF
SILVERGLEN, PHASE TWO OF
SILVERSTONE SUBDIVISION

THIS Declaration of limitations, restrictions and uses made and entered this the 27th day of November, 2013, by GRANT MOUNTAIN PROPERTY, a Florida Corporation, hereinafter referred to as the Developer.

WITNESSETH

WHEREAS, the Developer is the owner of a Lots 32, 33, 34, 35, 36, 40, 41, 42, 43, & 53 of the Final Plat of "Silverglen" Phase Two of Silverstone, as shown on a plat by Gary L. Corn, PLS, entitled Silverstone Subdivision, Phase Two, and recorded at Plat Slide 5056, in the office of the Register of Deeds for Henderson County, North Carolina; and

WHEREAS, when the said Developer originally developed the lots as shown on Plat Slide 5056, it was his intent to subject such lots to certain limitation, restrictions and uses; and

WHEREAS, through an error, no such restrictions were ever recorded for the Lots shown on Plat Slide 5056; and

WHEREAS, even though the Developer has conveyed out certain lots shown on Plat Slide 5056 without restrictions, he desires to subject his remain lots described on said plat 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 the 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 trade, business, commercial, industrial, religious enterprise, undertaking or use shall be permitted. No commercial structure of any type shall be placed upon or constructed in the development.
2. No more than one detached single-family dwelling, not to exceed two stories in height, exclusive of basement, either finished or unfinished, shall be permitted on any lot. Any further division of any lot must receive prior approval by the Henderson County Planning Department to comply with the Land Development ordinance requirements.
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.
4. The livable finished and heated floor area of any residence constructed on any lot in the development shall contain a minimum of 1400 square feet of living space. Unfinished basements, attic space, other storage space, garages, porches of any area not enclosed by the main structure shall not be considered living area.

5. The building line of any dwelling house or the building appurtenant thereto constructed on any of the lots in this development shall not be less than 15 feet from the street and utilities right of way line on which the dwelling house fronts, and not less than 15 feet from either side line, and not less than 15 feet from the rear line and not less than 15 feet from the street line of a side street if the property is on a corner. The Developer, its assigns, agents, or successors, reserve the right to grant variances to set-backs when necessary because of topography.

6. No swimming pool may be erected in front of a residence or closer than 15 feet from any side line, and any swimming pool placed upon any lot or lots in this development shall be properly fenced in or enclosed in such a manner as to not cause a hazard to the development.

7. No structure of a temporary character, trailer, mobile home, travel trailer, basement, tent, shack, garage, or other outbuilding erected on the above described lots shall at any time be used as a residence temporarily or permanently. Mobile homes of any size or type are absolutely forbidden to be parked, placed or stored on any lot in the development. Furthermore, there shall be no trucks or mobile equipment larger than one-ton kept on any lot. NO disabled or abandoned vehicles shall be permitted on any lot nor shall major repairs be permitted upon any vehicle parked upon any lot.

8. All outside work, grading, and clean-up of unused material shall be completed within a period of one (1) year from the date of the commencement of construction. Residential units may not be occupied until the exterior thereof has been completed.

9. No privies, outdoor toilets, or outdoor lavatories will be permitted, however, enclosed cabanas, bathroom facilities, etc. relating to a pool may be permitted with prior written approval of the Developer, its successors, agents and assigns. No unsanitary condition prejudicial to the public health shall 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.

10. No billboard or signboard (except one suitable sign for identification or sale of the site) shall be maintained on any lot.

11. No horse, cow, hog, goat or similar animals, nor any 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, provided that they are not kept, bred or maintained for commercial purposes and any such household pets are to be kept within a reasonable number. All household pets shall be kept within the lots of the owner of said pet and shall not be allowed to roam the development. No animal shall be allowed to become a nuisance to any of the neighbors in any manner. Further, all Henderson County ordinances dealing with pet control (particularly dogs) are to be observed by all property owners.

12. 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 and shall be 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. It shall be responsibility of each lot owner to prevent any unclean, unsightly, or unkept condition of buildings or grounds on the lot owner's property.

13. 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 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 10 feet from the intersection of a street property line with the edge of a driveway or alley 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.

14. Easements five (5) feet wide are reserved along the side lot lines and ten (10) 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.

15. The owner of each lot shall take all necessary precautions to guard against erosion on his or her lot after any grading or construction has begun.

16. Hunting and trapping of animals, fowl and game is prohibited within the development and the discharge of firearms or bows and arrows for any purpose shall be prohibited.

17. Recreational vehicles of all descriptions including boats and all camping vehicles may be parked on a lot provided same is fully screened from view of any roadway and from all other lots in the development.

18. Any driveway connected to the roads servicing said property must have at least a 12 inch culvert and stone headwalls installed by the owner of said property.

19. All owners of lots in the development shall automatically become members of the SILVERGLEN, PHASE TWO of SILVERTONE HOMEOWNERS ASSOCIATION³ of SILVERSTONE HOMEOWNERS ASSOCIATION and shall abide by the rules and regulations which shall be established by the By-laws and Rules of the Association and agree to pay all dues assessed by said Association. Failure by any owner to pay any dues assessed by the Association within 30 days after the due date shall be deemed delinquent and shall bear interest at the maximum legal rate. The Association, its successors or assigns, may institute an action at law against the owner to recover the assessment, interest, and the costs of the collection, including a reasonable attorney's fee. No owner may waive or otherwise escape liability for the assessment fee by non-use or abandonment of his lot, however; the Developer shall not be required to pay

assessments on any lots owned by it. Any unpaid assessment shall give the Association the right to place a lien against the property in accordance with the general lien law of the State of North Carolina

20. All streets and roadways within the development as set forth on the recorded map of the development are to be designated and known as private residential streets to be used only by the persons owning lots in said subdivision and are not constructed to North Carolina Department of Transportation specifications. It is expressly stated that should the North Carolina Department of Transportation take over the maintenance of the roads in the development that the Developer, its successors and assigns shall have no obligation to bring the roads up to the state specification. The Homeowners Association shall be responsible for the maintenance and upkeep of said streets through dues assessed by the Association. 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 the development except as may be approved in writing by the Developer and the Developer reserves the right, but shall in no way be obligated, to make improvements at its expense to the presently existing or future roads running through the development. The Developer reserves the right to turn over to the Silverglen Phase 3 of Silverstone Homeowners Association all obligations of maintenance and upkeep of all streets and roadways within the development at such times the Developer no longer owns 50% or more of the lots in the development.

21. Lot owners are obligated to assume the responsibility that any and all dependents, guests, servants, visitors and lessees observe and maintain all of the rules, regulations, covenants and restrictions binding the lot owners themselves.

22. 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 for a period of thirty 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 development is recorded, agreeing to change said Covenants in full or in part. Each lot owner may have as many votes as the number of lots owned by said lot owner.

23. 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, either individually or through the Homeowners Association, to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate the foregoing Covenants, or to recover damages or other dues for such violation. Failure to commence an action or proceeding, however, shall not be considered a waiver to prosecute such actions to such violation or any other violations that have or may occur.

24. Invalidation of any one of the Covenants by judgment or court order shall not in any way affect any of the other provisions above set out, which shall remain in full force and effect.

25. It is understood and agreed, and subsequent grantees expressly agree by acceptance of a deed conveying any lot within this development that a portion of the restrictive covenants may be released, changed, modified, or amended by 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 majority of the lots in this development, shall be sufficient to constitute and amend these Covenants without notification to any

26. It shall be the responsibility of the individual lot owners, their heirs and assigns, to comply with and abide by any and all federal, state or local ordinances regarding construction of any dwelling on the subject property, including, but not limited to any ridge laws.

27. The Developer retains the right to review plans and specifications of any home design and then at the sole discretion of the Developer either approve or reject such plans and specifications.

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

IN WITNESS WHEREOF, the undersigned Developer has hereto caused this instrument to be executed by its duly authorized officer the day and year first above written.

GRANT MOUNTAIN PROPERTIES CORPORATION

BY: [Signature]
President

STATE OF Florida
COUNTY OF Seminole

I, a notary public of the State of Florida, County of Seminole, certify that Randall E Grant as ~~President of Grant Mountain Properties Corporation,~~ a ~~Florida Corporation~~, personally appeared before me and acknowledged the due execution of the foregoing and annexed instrument. Witness my hand and official stamp or seal, this the 30th day of November, 2013.

My Commission expires: _____

[Signature]
Notary Public

