

**2018002977**TRANSYLVANIA CO, NC FEE \$26.00
PRESENTED & RECORDED:

06-19-2018 02:46:30 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: KARIN SMITH

DEPUTY REGISTER OF DEEDS

BK: DOC 845**PG: 219-223**

**DECLARATION
OF
RESTRICTIVE COVENANTS
FOR
SPIRIT OF THE MOUNTAINS SUBDIVISION**

*prepared by Return
to: Gayle E Ramsey*

KNOW ALL MEN BY THESE PRESENTS, that SPIRIT OF THE MOUNTAINS RETREAT, LLC, a North Carolina limited liability company (hereinafter referred to as "Developer"), is the owner in fee simple of the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, said property being hereinafter referred to as "the Development."

Developer intends to sell and convey the lots and tracts constituting the Development and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of the owners of all of the lots and tracts in the Development and the owners and future owners thereof.

NOW, THEREFORE, Developer declares that all of the lots and tracts in the Development are held and shall be held, conveyed, and hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and tracts and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and tracts in favor of each and all other lots and tracts; to create reciprocal rights between the respective owners of all such lots and tracts; to create privity of contract and estate between the grantees of such lots and tracts, their heirs, successors and assigns; and shall, as to the owner of each such lot or parcel, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and tracts in the Development and their

respective owners, present and future.

ARTICLE 1 LAND USE AND STRUCTURE TYPE

Each lot or tract (for purposes of convenience as hereafter used in these restrictive covenants, the term "lot" shall be deemed to include and refer to both lots and parcels) shall be used for residential purposes only. No trade or business of any kind may be conducted on any lot other than a home occupation which is the use of a residence by an owner-occupant wherein no more than 25% of the residence is dedicated to business use and there is no traffic, noise or odor generated by the business. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two stories in height which shall contain not less than 1,800 square feet of fully enclosed heated floor area together with a porch, terrace, private garage or carport and a storage shed, each of which shall be similar in color to that of the single-family dwelling located on the lot. The term, "single-family dwelling," specifically includes modular homes. A guest residence may also be located on each lot which is more than eleven acres in size provided that such residence is smaller than the single-family dwelling located on the lot, is similar in color to that of the single-family dwelling and is not visible from the 45 foot wide road right-of-way on which such lot fronts.

ARTICLE 2 NUISANCES

It shall be the responsibility of each lot owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot. No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any plant, substance, animal, thing, device, or material be kept upon any lot that will be noxious, noisy, dangerous, unsightly, or unpleasant or which will emit foul or obnoxious odors or will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the other lots and parcels which are subject to these restrictions. No 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 any person using any property adjacent to the lot.

Noxious or offensive activity shall include but shall not be limited to (1) a public nuisance or nuisance per se, (2) any behavior which is inconsistent with both a reasonable pleasurable use of the properties of the owners of the lots in the Development, their tenants and guests, and their reasonable expectation of vacationing, year-round living, studying, working and recreating, free of excessively noisy behavior grossly disrespecting the rights of others, (3) flashing or excessively bright lights or light pollution, (4) animal nuisance, (5) significantly loud electronic music distractions or vibrations which extend beyond property lines, (6) the discharge of fireworks, (7) the assembly and disassembly of motor vehicles and other mechanical devices which might tend to create disorderly, unsightly or unkept conditions, (8) parking or storing any junked, inoperable or unlicensed automobiles, trucks or heavy equipment, or (9) other similar unreasonable behavior or activity curtailing or likely to curtail the reasonable pleasure and use of the lots in the Development.

**ARTICLE 3
MAINTENANCE OF LOTS**

All lots shall at all times be maintained in such manner as to prevent them from becoming unsightly, unsanitary or a hazard to health.

**ARTICLE 4
HUNTING AND THE USE OF FIREARMS**

Hunting and the use of firearms in this subdivision is strictly prohibited.

**ARTICLE 5
CLOTHESLINES, GARBAGE CANS, TANKS, WOODPILES, FENCES ETC.**

All clotheslines, garbage cans, above-ground tanks, woodpiles, fences or other similar items shall be located or screened in a location to be concealed from view of the other lots, streets and areas outside of the lot on which such items are located.

**ARTICLE 6
ROAD MAINTENANCE**

Each lot owner shall pay a pro rata share of the cost of repairing and maintaining the road located within the 45 foot wide road right-of-way shown on the recorded plat hereinabove referred to in common with the other lot owners served by said road and

also a pro rata share of the annual cost of repairing and maintaining the private road known as Morgan Drive which connects the lots with the public road. Furthermore, any damage caused to either of said roads by a lot owner occurring as a consequence of such lot owner's use and development of such lot owner's lot shall be repaired by such lot owner at such lot owner's sole cost and expense.

IN WITNESS WHEREOF, Developer has executed this Declaration, this 18th day of June, 2018.

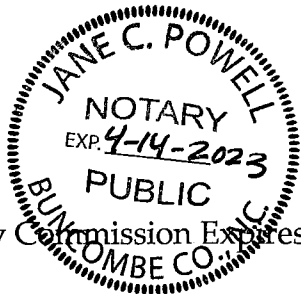
SPIRIT OF THE MOUNTAINS RETREAT, LLC,
a North Carolina limited liability company

By: Coral Thorsen (SEAL)
CORAL THORSEN, Manager

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, JANE C. POWELL, a Notary Public of said State and County, do hereby certify that CORAL THORSEN personally appeared before me this day and acknowledged that she is the Manager of SPIRIT OF THE MOUNTAINS RETREAT, LLC, a North Carolina limited liability company, the limited liability company described in and which executed the foregoing instrument; that she executed said instrument in the name of said limited liability company by subscribing her name thereto; and that the instrument is the act and deed of said limited liability company.

WITNESS my hand and Notarial Seal, this the 18th day of June, 2018.



Jane C Powell
Notary Public

My Commission Expires: 4-14-2023

EXHIBIT "A" TO DECLARATION OF RESTRICTIVE COVENANTS FOR SPIRIT OF THE MOUNTAINS SUBDIVISION

Being all of Tracts 1 and 2 and Lots 1 and 2 as shown on subdivision plats prepared for Spirit of the Mountains Retreat, LLC, recorded in Plat File 18, Slide 89, and Plat File 18, Slide 173, Records of Plats for Transylvania County.