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STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

Page 1 of 4

**RESTRICTIVE COVENANTS  
FOR SCARLETT DRIVE  
PISGAH FOREST, NC**

We, the undersigned, in order to retain a highly desirable residential area of all of the land fronting on Scarlett Drive in the subdivision known as Fernwoode, a portion of the original land described in the following two (2) deeds: Deed recorded in the office of the Register of Deeds for Transylvania County in Deed Book 193, Page 9, and deed recorded in Deed book 194, Page 52, do hereby for the said purpose cancel and revoke the original expired Restrictive Covenants for Fernwoode Subdivision recorded in Deed Book Number 201, Page 473 and dated May 22, 1973, and in the place of these revoked, expired covenants adopt and execute the following statement of restrictive covenants for Scarlett Drive. The present owners and future purchaser or purchasers of each and every lot on said drive, by accepting or holding a deed to any one or more of said lots, agree and consent to be bound by all of the covenants and conditions herein contained.

**RESIDENTIAL AREA COVENANTS**

1. Land Use and Building Type:
  - a. No lot shall be used except for residential purposes.
  - b. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height except a private detached garage may be erected therewith for not more than three cars.
  - c. No mobile homes either single or double wide, or manufactured housing that requires a title shall be permitted on any lot or lots on said drive. This is not intended to forbid the erection of factory built modular homes provided that they comply with all restrictions contained in this document.
2. Building Size:

One single-family dwelling may be erected upon any lot on said drive with no less than 1500 square feet of heated floor space exclusive of porches, decks, patios and garage.
3. Building Location:

No building shall be located on any lot closer than 25 feet from the front or rear lot line nor closer than 15 feet from any side line.
4. Easements:
  - a. Easements affecting all lots on said drive are reserved as shown on recorded plat for installation of utilities, drainage facilities and roadways.
  - b. No utility company or organization so using the easements herein reserved, shall be liable for any damage to shrubbery, trees, flowers or other property located upon the reserved easement area of any lot.
5. Nuisances:
  - a. No trade or business of any character shall be carried on or conducted upon any lot or parcel thereof on said drive, nor shall anything be done or caused to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
  - b. No untagged, unlicensed, or derelict vehicle may be kept outside an enclosed garage on any lot.
6. Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be erected or used on any lot at any time as a residence, either temporary or permanent.
7. Signs:

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction. Also permitted are permanent

000096  
000124

Page 2 of 4

signs not to exceed 576 sq. inches (2'x2') identifying the house address, number and the name of the resident. Temporary personal signs such as "garage sale," "Birthday Party," etc. are permitted to be displayed for no longer than seven days and their removal shall be the responsibility of the property owner.

8. **Animals:**  
No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.
9. **Garbage and Refuse Disposal:**
  - a. No lot shall be used or maintained for a garbage dumping ground for rubbish.
  - b. Trash, garbage, or any other waste shall not be kept except in sanitary containers.
  - c. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
10. **Culverts:**  
All construction by lot owners shall not cause damage to any other lots on Scarlett Drive. Any damage done to the road caused by this construction shall be repaired and paid for by the lot owner.
11. **Enforcement:**
  - a. Any violation of these covenants may subject the violators to prosecution.
  - b. If for any reason any covenant or agreement herein contained shall be held to be invalid or unenforceable by a court, said ruling shall not in any way invalidate or affect any of the other covenants or restrictions herein contained.

#### GENERAL PROVISIONS

1. **Term:**  
These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons then owning a majority of said lots it is agreed to change said covenants in whole or in part, or that said building restrictions or covenants shall no longer be of any force or effect.
2. **Committee:**  
All residents of Scarlett Drive shall have one vote per dwelling in decisions regarding the Residential Area Covenants of Scarlett Drive. If one-half of the voting residents attend a meeting it will be considered a quorum.
3. **Road Maintenance:**
  - a. The present owners of any lot or lots on said Scarlett Drive, executing this document and future purchasers of any lot or lots on Scarlett Drive, upon accepting a deed to same, do hereby agree and consent to be bound to a pro-rata share of costs with the maintenance of Scarlett Drive.
  - b. All residents of Scarlett Drive shall be considered a Road Maintenance Committee for Scarlett Drive and will have one vote per dwelling in decisions regarding the maintenance of Scarlett Drive road. If one-half of the voting residents are present at a called meeting it shall be considered a quorum.

IN TESTIMONY WHEREOF, we, the undersigned, have hereunto set our hands, this 27 day March ~~2001~~ 2002 Scarlett Drive property owners:

Paul S. Langa - Margaret F. Langa  
Paul S. Langa Margaret F. Langa

Charles F. Ludlow - Kathryn B. Ludlow  
Charles F. Ludlow Kathryn B. Ludlow

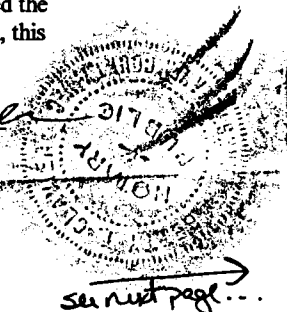
Amy Elizabeth Lord - Joseph J. Duganier  
Amy Elizabeth Lord Joseph J. Duganier

Diane L. Jetton - Carol Dill  
Diane L. Jetton Carol Dill

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Betty T. Clavier, A Notary Public of the County and State aforesaid, certify that the above named property owners personally appeared before me this day and acknowledged the execution of the forgoing instrument. Witness my hand and official stamp or seal, this ~~21st~~ day of ~~October~~, 2001.  
27th March, 2002  
BTC

Betty T. Clavier  
Betty T. Clavier, Notary Public  
My Commission Expires: 09/05/06



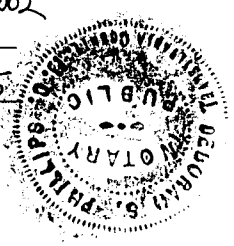
Eugene H. Clavier  
Eugene H. Clavier

Betty T. Clavier  
Betty T. Clavier

see next page...

I, Debra S. Phillips, a Notary Public of the County and State aforesaid, certify that Eugene H. Clavier and wife, Betty T. Clavier, property owners on Scarlett Drive, personally appeared before me this day and acknowledged the execution of the forgoing instrument. Witness my hand and official stamp or seal, this 21st day of ~~October~~, 2001.  
March 2002

Debra S. Phillips  
Notary Public  
My Commission Expires: 8-9-05



000096

000126

Page 4 of 4

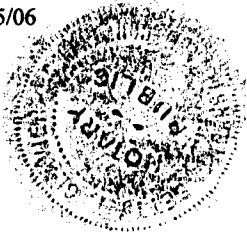
STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, Betty T. Clavier, A Notary Public of the County and State aforesaid, certify that the following named property owners:

Paul S. Langa and Margaret F. Langa  
Charles F. Ludlow and Kathryn B. Ludlow  
Amy Elizabeth Lord and Joseph J. Duganier  
Diane L. Jetton,

personally appeared before me this day and acknowledged the execution of the forgoing instrument. Witness my hand and official stamp this 27th day of March, 2002.

*Betty T. Clavier*  
Notary Public  
My Commission Expires: 09/05/06



STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate 5 of Betty T. Clavier, Deborah S. Phillips

Notar(y) (ies) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 910, Page 123.  
This 4 day of April, 2002 at 1:30 o'clock P.M.

Walter H. Edwards  
Register of Deeds  
By: Cindy M. Dunkey, Asst.  
Deputy Register of Deeds