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NORTH CAROLINA
MACON COUNTY

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, EXCEPTIONS,
AND RESERVATIONS APPLICABLE TO QUAIL RIDGE "PHASE I"

This Declaration is made this the 1st day of April, 1985, by JAMES VERRAN and wife, MARY P. VERRAN, hereinafter referred to as the "Declarant". The Declarant is the owner and developer of that certain tract or parcel of real property lying and being in Smithbridge Township, Macon County, North Carolina, and being more fully described upon a plat of survey prepared by Thomas H. Cabe, R.L.S., dated July 16, 1984, and recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Plat Cabinet 1, Slide 319, page 8; and

The Declarant has subdivided said property as shown on the above described plat of survey and proposes to develop said property into residential tracts; and

The Declarant desires to establish an orderly plan of residential development upon the various lots; and

The Declarant proposes to take all reasonable steps required to insure the quiet enjoyment and ecological beauty of the subject property.

NOW, THEREFORE, the Declarant does hereby make, declare, and publish their intention and desire to submit and do hereby submit the above described property to be held, sold, enjoyed, and conveyed, subject to the following restrictive covenants, conditions, exceptions, and reservations, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property and all of which constitute covenants running with said land which shall be binding on all parties having or acquiring any right, title, or interest in said property or any part thereof, and shall inure to the benefit of and shall be enforceable by each owner of a lot contained therein:

1. Said land shall be used for residential purposes (including the construction, maintenance, roadways providing access to and from various lots within the subdivision referred to hereinabove), provided that the homeowner may conduct a business from his residence as provided for in paragraph three (3). Any family house or home shall contain at least eleven hundred (1100) square feet of living space on the ground floor and shall not exceed two stories in height, exclusive of basement. Any garage, carport, or other outbuilding that is detached from the dwelling shall be constructed of like material and have a similar appearance to the residential dwelling. The residence erected on lot 16 is an exception to this paragraph, since it was constructed before these restrictions were made.

2. No commercial signs may be erected except a "For Sale" or "For Rent" erected by a real estate broker or the homeowner or such signs as may be required by legal proceedings. However, each residence may have a sign with the name of the owner and property.

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3. No commercial nor manufacturing establishment, factory, public garage, sanitarium or hospital of any kind will be erected, licensed or maintained on said land. No business or commercial activity shall be conducted on or from any lot which: (a) solicits the presence of the general public upon said lot for the purpose of purchasing goods or services, or (b) which creates noises, odors, or vibrations that would in any way be obnoxious or offensive to adjoining lot owners; provided, however, that nothing herein shall be construed as prohibiting the Developer, their heirs, successors or assigns, or agents thereof, from constructing one or more dwellings or model residences, and using said dwelling or model residence for the purpose of selling lots in the subdivision, and exhibiting the same, or inviting prospective purchasers to the same for the purpose of making said sales.

4. No modular housing, mobile homes or trailers, tents or temporary type residence shall be placed on or located on any lot. All houses are to be built on the site. Owners may park travel trailers or motor homes upon their lots after a permanent residence has been constructed, provided said vehicles are not occupied. A lot owner may live in a mobile home or motorized home not longer than four months while his home is being constructed.

5. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon intending to cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. No fuel tanks or similar storage receptacles shall be placed so as to be visible from a subdivision road. Wrecked vehicles and vehicles without current tags will not be permitted unless they are in an enclosed garage.

6. No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage, and other waste shall be kept in sanitary containers provided by each owner in a screened area not generally visible from any road or from the adjoining residences. All lots shall be kept in a tidy condition, and all vacant lots shall be mowed at least two times per year, said mowing to be done once before June 15 and again before September of each summer. The developer may set aside an area where residences may place brush, etc. for burning.

7. The exterior of all structures and all landscaping incidental thereto on any individual lot must be completed within one (1) year after the commencement of construction thereof, except where natural disaster such as strikes, fires, national emergencies, or natural calamity make completion impossible or would result in great hardship to the owner or builder.

8. Owners of lots shall be required to install their own culverts under their driveways. Each culvert shall be a minimum of twelve (12) inches in diameter.

9. No residence, building, or any other structure shall be built or maintained within ten (10) feet from any property line or road right of way line.

10. No sheet metal roofing shall be used in the construction of any residence or building.

11. This Declaration of Restrictive Covenants may be amended upon the approval of the owners of seventy-five (75%) percent of the lots located on the property.

12. The Developer reserves unto themselves, their successors and assigns, a perpetual alienable and releaseable easement and right on, over, and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the transmission and discharge of electricity, telephone, telegraph, gas, sewer, and other public conveniences or utilities on, in, or over five feet (5') along the front, rear, and each side of each lot. Such easements and rights expressly include the right to take any action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The Developer, their heirs, successors and assigns, or the agents thereof, have the right to go upon said utility easements and road rights of way for the purpose of maintaining and repairing water lines or utilities.

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13. In addition to the provisions hereinafter made for maintenance of the roadways within the subdivision, each property owner shall, by acceptance of his deed for property within the subdivision, agree, at his expense, to repair any damage to the roadways providing access to said lands or the ditches when such damage is caused by him or by his agents or employees other than through normal use of said roadways.

14. Until the Quail Ridge Property Owners Association is formed, there shall be a yearly assessment of fifty (\$50.00) dollars for road maintenance, said assessment to be due and payable on the first day of each year after the purchase of the lot, however there shall be no maintenance fee until a lot owner commences construction on a residence. After seven (7) lots in Phase I have been sold, the property owners will form "Quail Ridge Property Owners Association." The Association will be responsible for making and collecting all assessments, and for maintaining the roads in the subdivision. The Association will assess owners of vacant lots twenty-five percent (25%) of the amount of the assessments of owners of lots upon which construction has begun. Any assessment not paid when due shall bear interest at the rate of eighteen (18%) percent per annum from the due date.

15. By their acceptance of a deed, all land owners within the subdivision agree for themselves, their heirs, successors, and assigns, that as the owners of said property, they will become a member of the Quail Ridge Property Owners Association at such time as such association shall be formed, and shall abide by all rules and By-Laws of the Association.

16. It is understood and agreed that the roadways within the subdivision shall be for the common use of the Developer, their heirs, successors and assigns, and all lot owners within the subdivision. The Developer has or will construct the roadways, and responsibility for maintenance of the roads shall be that of all lot owners and the Quail Ridge Property Owners Association. The streets, roadways, and access roads within the said property shall be maintained in travelable condition sufficient for all types of weather; provided, however, that this standard of maintenance shall not be construed to require removal of snow. The determination of the time for performing maintenance and all actual maintenance of said roads shall be the responsibility of the lot owners and the Quail Ridge Property Owners Association. Each lot owner shall be responsible for paying to the Association, at such time as it is formed, his or her proportionate share of the cost of maintenance and upkeep of said roadways. The proportionate share shall be computed on the basis of one share per lot within the subdivision, provided that if a lot owner owns two or more adjoining lots, it shall be considered one lot, provided there is only one home on the two or more lots. Each lot owner's share of the cost of maintenance and upkeep of said roadways shall be due on or before the date or dates fixed by the Homeowner's Association.

17. Each lot owner's proportionate share of the cost of maintenance, upkeep, and repair of the roadways as hereinabove set forth, and/or the cost of abatement and removal of any structure or other property or thing in violation of these restrictions, shall be and remain a lien upon the respective parcels or lots to which the same is applicable, until the same shall have been paid in full, which said lien, shall, however, be subordinate and which is by the terms hereof expressly subordinated to the lien obtained by any bank, building and loan or savings and loan association, and any other legitimate banking or lending institution, by the lending of money for which said parcel or lot is accepted as security. Should any lot or parcel owner fail to pay any indebtedness or assessment hereby established within thirty (30) days after written notice thereof, then and in that event, the same may be delivered to an attorney for collection, in which event such lot or parcel owner shall be responsible for the payment of reasonable attorney fees required to enforce the collection thereof. Any assessment not paid when due shall bear interest at the rate of eighteen (18%) percent per annum from the due date.

18. No lot owner shall be permitted to construct or extend a road or driveway, or grant any person or identity the right to construct a road or driveway leading from any lot within the Quail Ridge Subdivision to any other property not within the Quail Ridge Subdivision.

19. No livestock, poultry, or other animals shall be kept on said premises, excepting those maintained solely as household pets. And excepting ducks or similar type fowl maintained on any pond within the Quail Ridge "Phase I" Subdivision, provided that said ducks or fowl do not become a nuisance.

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20. No septic tank or sewage disposal system or drainage shall be located on any lot at any location that would contaminate in any way the water supply for any other portion of land of the developer or any lot owner, and all septic tanks and/or sewage disposal systems and drainage systems shall be constructed, installed and maintained in accordance with the Federal laws and the laws of North Carolina, and in particular, the Public Health Laws and Regulations. No sewage disposal system or well shall be located on a lot which would make an adjoining lot unsuitable for a sewage disposal system and well.

21. Invalidation of any one of these covenants, conditions, or restrictions by a judgment or order of court of competent jurisdiction or by requirements of state or federal law shall in no wise affect the validity of any of the other provisions, and said provisions shall remain in full force and effect.

22. These are covenants which shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded. At the end of said fifty-year period the covenants shall automatically be renewed for successive periods of ten (10) years, unless specifically terminated by a vote of the majority of owners of lots subject to these restrictions.

23. In the event of violation of any of these restrictive covenants by any lot owner or agent of such owner, the owner of any such lot subject to these restrictions shall have the right to take such legal or equitable action as necessary to compel compliance or to terminate or enjoin any violation. Additionally, the Developer shall have the same right of enforcement and shall have the further right to enter upon the premises where such violation exists to abate or remove the same if after ninety (90) days written notice to the lot owner, the violation has not been corrected. Any such entry by the Developer shall not be deemed a trespass. The failure of the Developer, the homeowner's association, or their successors, to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so subsequently as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its later enforcement.

IN WITNESS WHEREOF, the Declarant has caused these covenants and restrictions to be signed in their names, have set their hands and seals, this the day and year first above written.

James H Verran (SEAL)
JAMES VERRAN
Mary P. Verran (SEAL)
MARY P. VERRAN

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, Sarah Woodard, a Notary Public, do hereby certify that James Verran and wife, Mary P. Verran, each personally appeared before me this day and acknowledged the due execution by them of the foregoing and attached instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this 1st day of April, 1985.

My Commission Expires:
12-14-87

Sarah Woodard
Notary Public



NORTH CAROLINA
MACON COUNTY

The foregoing or annexed certificate of Joseph Woodard,
a Notary Public, is certified to be correct. This instrument was presented for
registration and recorded in this office in Book G-16 at page 238.

This 1 day of April, 1985, at 2:20 o'clock P.M.

Melvin Foubert
REGISTER OF DEEDS

southerly direction from the sixth corner of the lands described hereinabove, with the centerline of the same corresponding to a portion of the western boundary of the lands described hereinabove, and then runs in a westerly direction to the point of intersection with the other branch of said 30 foot wide easements. The centerline of the second branch of said 30 foot wide easements begins at the eleventh corner of the lands described hereinabove and runs thence in a southerly direction to the place of intersection with the first branch and then runs in a westerly then southwesterly direction through said subdivision to the place of intersection with State Road 1643.

"THE FOREGOING CONVEYANCE SHALL BE IN ALL RESPECTS SUBJECT TO SAID DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, EXCEPTIONS AND RESERVATIONS APPLICABLE TO QUAIL RIDGE, PHASE I, DATED APRIL 1, 1985, RECORDED IN BOOK G-16, PAGE 238, MACON COUNTY PUBLIC REGISTRY, EXCEPT IN THE FOLLOWING PARTICULARS:

"1) Restrictive covenant number 12 as contained in said Declaration shall not apply to the foregoing conveyance.

"2) Notwithstanding the provisions of restrictive covenant number 16 as contained in said Declaration, Grantors shall have no responsibility for constructing or maintaining roads within the boundaries of the lands described and conveyed hereinabove, although with respect to the roads and easements shown on said plat recorded in Plat Cabinet 1, Slide 319, page 8, Macon County Public Registry, Grantors shall have those construction and maintenance responsibilities as are set forth in said Declaration."

Excepting and reserving unto the Grantors the following described portion of the above described 23.86 acre tract of land:

BEGINNING at a point in the centerline of one of the above described 30 foot wide easements and rights of way, said point of beginning being the eleventh corner of the above described 23.86 acre tract, said point of beginning being the northernmost common corner of Lots 13 and 14, Quail Ridge, Phase I as shown on the plat recorded in Plat Cabinet 1, Slide 319, Page 8, Macon County Public Registry, said point of beginning being situated from an existing iron pipe, the northernmost corner of said above described 23.86 acre tract of land, South 20 degrees 45 minutes West 179.54 feet to an existing iron pipe; South 16 degrees 12 minutes West 299.98 feet to an existing iron pipe; and South 69 degrees 48 minutes East 155.14 feet to said point of beginning, and runs thence from said point of beginning, with the centerline of a 30 foot wide easement and right of way for roadway and utility lines and facilities as follows: North 13 degrees 40 minutes West 99.99 feet; North 16 degrees West 24.97 feet; North 35 degrees 29 minutes West 28.48 feet; North