

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

BUNCOMBE COUNTY, NC
Recorded 02/23/2001 at 04:01:04 PM
No. 2001-00010503 1 of 4 Pgs
L.S. Fee Paid .00
Title: (C) (Ruhl), Register of Deeds

**RESTRICTIVE AGREEMENT
CAMBROOK PLACE**

THIS RESTRICTIVE AGREEMENT, made and entered into this the 22 day of February, 2001, by and between P.O.P. LAND INVESTORS, LLC, a North Carolina limited liability company, hereinafter referred to as Subdividers; and all future purchasers and owners of the lots within the subdivision to be designated as **CAMBROOK PLACE**;

WITNESSETH:

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WHEREAS, Subdividers are the owners of all that certain tract or parcel of land known as **CAMBROOK PLACE** as shown on a plat duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 78 at Page 172; and

WHEREAS, Subdividers desire that for the benefit of such property and for the benefit of future purchasers and owners of Lots within said subdivision and that said property shall be developed and used exclusively as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for the advantage which the Subdividers will receive from the sale of such lots in a restricted subdivision, the Subdividers, and successors in title, covenant and agree and hereby restrict the above referred to property as follows:

1. **Residential Use.** All lots in said Subdivision as shown on the above plat shall be known and described as residential lots and no part of said lots shall be used for any type of business or stores; this restriction shall not prohibit a home occupation which does not violate any other provision of these restrictions. No structures shall be erected, altered, placed, or permitted to remain on any other lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and a detached storage building.
2. **Subdivision of a Lot.** Only one residence shall be built on any lot as shown and designated on said plat and no lot shall be subdivided.
3. **Nuisances.** No noxious or offensive activities 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 lot shall be used in whole or in part for the storage of rubbish of any nature, including but not limited to junk or unlicensed motor vehicles that will cause such lot to appear in an unclean or unkempt condition or that will be obnoxious in appearance. Household refuse or garbage must be covered and contained or held in appropriate garbage containers.

Work Flow No: 9999-00015232

4. Temporary Structures. No structure of a temporary character, including tents or shacks shall be placed upon any portion of CAMBROOK PLACE, at any time; provided, however, that this shall not apply to shelters used by contractors during construction. Basements, garages, outbuildings or partially completed dwellings shall not at any time be used as residences, temporarily or permanently. Trailers and mobile homes shall be allowed to be placed upon any portion of the CAMBROOK PLACE.

5. Setbacks. No building shall be located on any lot nearer than ten (10) feet to the front line. No building shall be located nearer than five (5) feet to an interior line or nearer than ten (10) feet to a back line. The Subdividers and/or their successors in interests reserve the right to waive the front setback requirements in the event such variance is necessary for the reasonable use of any lot in CAMBROOK PLACE.

6. Utility Easements. Utility easements are reserved as shown on the recorded plat. Neither Subdividers, nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, agents, employees, or servants, to the shrubbery, trees, or flowers, or to the property of the owner situated on the land conveyed by said easements.

7. Sewage. No individual sewage disposal system shall be permitted on any lot unless such system is designed in accordance with the requirements, standards, and recommendations of the County Health Department. Approval of such system as installed shall be obtained from such authority.

8. Livestock. No cows, pigs, goats, chickens, sheep, horses or other livestock may be kept on any lot. No commercial animal raising of any type shall be permitted. Generally recognized house or yard pets, in reasonable numbers, may be kept and maintained upon a lot, provided all pets be kept under the control of their owner and kept in such a manner so as not to become a nuisance or an annoyance to other residents within the Subdivision. Specific regulations may be promulgated by the Association provided for herein which control the type of pets to be allowed within the Subdivision, including breeds of pets to be prohibited and control of pets so as to avoid nuisances as provided for herein.

9. Amendments. These Restrictive Covenants may be altered, amended or rescinded by the affirmative vote of more than 60% of the votes of the owners of the lots, including the Developer.

10. Road Maintenance Agreement. All road maintenance costs will be shared by lot owners in the subdivision. Maintenance costs will be established by majority of the lot owners.

11. Mobile Homes. Mobile homes or trailers shall be allowed on any lots of the subdivision. Any and all mobile homes placed in the subdivision must be underpinned within ninety (90) days of the time they are so placed, and underpinning must be of a kind and quality similar to the material used in the construction of the mobile homes so as to match the mobile home. All mobile homes must be in good condition and no older than five (5) years.

12. Contract with Power & Light Company. The Subdividers reserve the right to subject the real property in the subdivision to a contract with a Power & Light Company for the installation of underground electric cables and/or the installation of street lights, either or both of which may require an additional payment and/or a continuing monthly payment to the said Power & Light Company by the owner of each lot.

13. Period of Enforcement. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by note of those persons then owning a majority of said lots, it is agreed to change said covenants in whole or in part.

14. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. Warranty. The Subdividers hereby warrant that they are the owners of all the lots above referred to and have a good and sufficient right to execute these Restrictive Covenants.

IN WITNESS WHEREOF, the Subdividers have caused these Restrictive Covenants to be duly executed, this the day and year first above written.

P.O.P. LAND INVESTORS, LLC

BY: Harvey R. Owen (SEAL)
Harvey R. Owen, Manager

BY: _____ (SEAL)

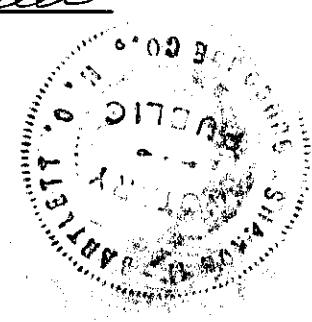
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that Harvey R. Owen, Manager, ~~Member/Manager(s)~~ of P.O.P. Land Investors, LLC, a North Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and official stamp or seal, this 22 day of February, 2001.

Saron M. Bartlett
Notary Public

My Commission Expires:
1-11-2002



State of North Carolina, County of Buncombe
Each of the foregoing certificates of Sharon M. Bartlett
is hereby certified to be correct. Filed for registration on this the
23 day of February, 2001
Otto W. Debruhl Colene C. Higgins
OTTO W. DEBRUHL, Register of Deeds By: Deputy