

PREPARED BY & RETURN TO: GARY HYDER

675 BARNARDSVILLE HWY., WEAVERVILLE, NC 28787

BK 1966 PG 573

REGISTERED

'97 JUN -2 P12:22

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

7/6/97
BUNCOMBE COUNTY, N.C.

DECLARATION OF PROTECTIVE COVENANTS
RESTRICTIONS AND RESERVATIONS

THESE RESTRICTIVE COVENANTS, made and entered into this the 1st day of May, 1997, by and between Gary M. Hyder and Teresa L. Hyder (Subdivider), hereinafter referred to as "Subdivider" and ALL FUTURE PURCHASERS AND OWNERS hereinafter referred to as "owners" of Cove Springs.

WITNESSETH:

WHEREAS, Subdividers are the owners of all the subdivision known as Cove Springs, as shown on Plat Book 66 Page 154 and Plat Book 66 Page 161, Buncombe County Registry

NOW THEREFORE, in consideration of the premises and for the advantage which the subdivider will receive from the sale of such lots in a restricted subdivision, subdivider, for itself, its assigns and successors in title, covenants and agrees and hereby restricts the above referred to property and not the remaining property of the subdivider, if any, as follows:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until the 1st day of May, 2027, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then Owners of the lots it is agreed to change said covenants in whole or in part.
2. Invalidation of any of these covenants by judgment or court order in no way affects any of the other provisions which shall remain in full force and effect.
3. No trailer, mobile home, including single, double, or triple wide trailers, or other forms of mobile or manufactured homes, motor home, camper truck, or travel trailer shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4. No large trucks, such as eighteen wheel vehicles, shall be located at any time on the property except during construction.

5. No property shall be used for maintained in an unsightly manner or as a dumping ground for junk rubbish, trash or debris and no obnoxious or offensive trade or activity shall be carried on upon the property or shall anything be done thereon which may be or become a nuisance and annoyance to adjoining Property owners.

6. The complete exterior of any dwellings constructed shall be finished in a timely, efficient and attractive manner, within twelve (12) months from beginning of construction; all primary residential residences shall have no less than eighteen hundred (1800) heated, finished square feet of living space. In addition, open porches, basements and garages shall not be counted in determining living floor space.

A guest residence may be constructed in addition to the primary residence only after the primary residence has been completed, and meets all requirements. The guest residence must be no less than one thousand (1000) heated, finished square feet of living space.

All residential house plans as well as all out buildings must be approved by the Subdivider (No Exceptions). Subdivider retains this right until the last Lot is sold, and building plans have been approved for that Lot.

All grading and new construction must be started prior to September 30 and no earlier than March 30 of any given year.

In addition, Subdivider retains the right to approve all resubdivision of lots in Cove Springs.

7. Any nonresidential outbuildings shall be constructed, finished and maintained in accordance with high aesthetic standards and shall only be used for purposes allowed under these restrictions. Placement of all nonresidential outbuildings must be approved by the Developer.

8. There shall be no clear-cut area exceeding twenty-five one-hundredths (0.25) of an acre on any lot except for that construction coincident with house seats, driveways, etc.. The preservation of the present natural, wooded and rustic character of the Subdivision shall be maintained by all owners. All lot owners must mow, weed eat, bushhog, etc., whatever it takes to preserve and maintain the beauty of Cove Springs. Whether this standard has been met will be determined by the subdivider until a homeowner's association is formed. At that time, the association will make the determination.

9. No animals shall be allowed on any lot except three (3) domestic pets per lot. Domestic pets shall not be allowed to be a nuisance to other homeowners in Cove Springs. One (1) to two (2) horses shall be permitted on Lot # 2 and Lot # 3, but shall be cared for, stabled and maintained in such a manner so as not to be a nuisance to other homeowners in Cove Springs. Properties used by horses must be seeded (grass) and fertilized annually.

10. All Owners in Cove Springs shall participate in the responsibilities and privileges of a Homeowners Association and a Road Maintenance agreement which is recorded of even date.

11. All Owners in Cove Springs are responsible for obtaining their own utilities, their own water source(s) on each tract, and each Owner shall be responsible for obtaining an acceptable domestic septic percolation approval from the Buncombe County Health Department.

12. All lots shall be restricted to residential purposes and no commercial business shall be allowed on any tract of land in Cove Springs except the growth and maintenance of non-animal agricultural and/or ornamental crops and vegetable gardening.

13. Private driveways connecting to main roads shall be built to standard road procedures; ditches and culverts shall be installed to provide drainage and main roads shall be left in their original condition.

14. The Subdivider reserves a perpetual right-of-way for ingress, egress and utility purposes for use in this Subdivision and for future development. All roads shall be built to single-track width with reasonable turnouts to preserve the natural beauty of the land.

15. Utility and drainage easements affecting all lots in this Subdivision are reserved by Subdivider fifteen (15) feet in width along side lot lines, twenty (20) feet in width along back lot lines and twenty-five (25) feet in width along front right-of-way lines for installation and maintenance of utilities and drainage facilities. Neither Subdivider nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, or agents, employees or servants, to shrubbery, trees, flowers or to the property of the Owners situated on the land covered by said easements.

16. There shall be at all times in force and effect a fifteen (15) mile-per-hour speed limit upon the access roads within the Subdivision for the safety and welfare of all residents therein.

17. The rights hereby reserved unto the Subdivider shall apply with equal force and effect to its successors and assigns, and the Subdivider may assign any of its rights in this agreement to any person, firm or corporation.

18. No professional sign of any kind shall be displayed to the public in view on any lot, although one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period are permissible.

19. The Subdivider reserves the right to convey utility easements to the appropriate utility companies for the purpose of supplying the Owners with the necessary utilities. Any such easement granted shall be given so as to minimize loss of the use of the Owner's property and laid out in the most practicable manner.

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20. Absolutely no access on or across any lot of said Subdivision shall be permitted by any lot owner to serve as access of any kind to property beyond the boundaries of this Subdivision. Only the Subdivider has the right to extend the limits of this Subdivision and provide the necessary private access roads to serve any areas extended.
21. Enforcement shall be by proceeding at law or in equity against any person or persons violation or attempting to violate any covenant either to restrain violation or to recover damages. Any person owning any real property interest within the Subdivision shall have standing to bring an action, in addition to the Homeowners Association.
22. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
23. All property owners construction new homes within the bounds of the subdivision shall be responsible for damages done to the subdivision roadways during the construction process and shall immediately repair any damage done to subdivision roadways at their own expense.
24. Subdivider retains the right to amend these restrictions as necessary on unsold properties.

The Subdivider hereby warrants that he is the owner of the Subdivision above referred to and has a good and sufficient right to execute these restrictive covenants.

IN TESTIMONY WHEREOF, the owners of the Subdivision have caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

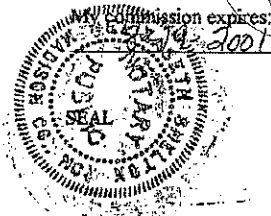
Gary M. Hyder (SEAL)
Teresa L. Hyder (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF MADISON

I, Elizabeth Shelton, a Notary Public of said State and County, do hereby certify that Gary M. Hyder and wife, Teresa L. Hyder, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 2 day of June, 1997.

Notary Public Elizabeth Shelton



STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

The foregoing certificate of Elizabeth Shelton, a Notary Public of the State and County designated is certified to be correct. This 2nd day of June, 1997 @ 12:22 AM

OTTO W. DEBRUHL
Register of Deeds
Buncombe County, N.C.

By: Sharon A. Talbot, Deputy

Filed for registration on the 2nd day of June, 1997.

OTTO W. DEBRUHL
Register of Deeds
Buncombe County, N.C.

By: Sharon A. Talbot, Deputy

PREPARED BY & RETURN TO: GARY HYDER 675 BARNARDSVILLE HWY., WEAVERVILLE, NC 28787

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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

RESTRICTIVE COVENANTS CREATING HOMEOWNER'S
ASSOCIATION AND ROAD MAINTENANCE OBLIGATIONS

THESE RESTRICTIVE COVENANTS, made and entered into this the 1st day of May, 1997, by and between Gary M. Hyder and Teresa L. Hyder hereinafter referred to as "Subdivider" and ALL FUTURE PURCHASERS AND OWNERS hereinafter referred to as "owners".

WITNESSETH:

WHEREAS, Subdivider is the owner of a subdivision designated as Cove Springs being more particularly described as follows:

Being all Lots 1, 2 and 3 of Deed Book 66 at Page 161 and A, B and C at Deed Book 66 at Page 154 which is a total of 48.30 acres plus the Gary Pitts property.

WHEREAS, the Subdivider reserves the right to include additional contiguous tracts of real property in this restriction.

WHEREAS, the Subdivider desires to create an organization for the Homeowners for the purpose of maintenance and upkeep of the roadways within Cove Springs located on the property described hereinabove and to provide for an organization designed to resolve the maintenance problems among said Homeowners.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint maintenance of the roadways as above referred to and the mutual benefits to be derived from the creation of an organization whose purpose is to resolve the common upkeep and maintenance problems of the Homeowners, the undersigned Subdivider, for itself, its successors in interest, or assigns, does hereby declare that the cost of maintenance of Cove Springs Drive, as shown on said plat shall be borne among the Homeowners and their successors in title. Homeowners shall be defined as those persons owning lots in the Subdivision, and shall include the Subdivider in the event that Subdivider owns any lots. It is agreed as follows:

There is hereby created a Homeowner's Association among the Homeowners as above set forth, and each of said Homeowners and any additional adjoining tract owners subject to the restrictions

of said Subdivision as restricted by the Subdivider shall have one (1) vote per lot at the meetings of said Association subject to the provisions below concerning the control of the Subdivider. Meetings of said Association shall be held annually or at such other times as may be necessary for the property maintenance of the said roadways. The annual meetings shall be held each January. The Subdivider shall notify all Homeowners of the date, time and place of any meetings, in writing, within thirty (30) days prior to said meeting. At such meeting said Homeowners shall elect by majority and executive committee of not less than three (3) and not more than five (5) members subject to the control of the Subdivider below. Quorum at the meetings shall be at least two-thirds (2/3) of the total eligible votes and proxies shall be allowed. However, until eighty percent (80%) of the original surveyed lots are sold, the Subdivider shall retain a majority vote for the election of the executive committee. Said executive committee shall serve for a period of one (1) year and shall be responsible for determining the cost of reasonable maintenance and upkeep of Cove Springs Drive and other related problems for the following year subject to the following:

The owners of the following lots shall be responsible for the maintenance of Cove Springs Drive in the following percentages:

Lot #	Maint. %
1	7%
Pitts	7%
2	8%
A	8%
3	20%
B	23%
C	27%

Owners of Lot # 3, B, and C shall be responsible for road maintenance past the first switch back at the Eastern most common corners of Lots #A and #3 and shall not ask any funds from Lot #'s 1, Gary Pitts property, #3 and #A for this portion. However, all lot owners must help maintain Cove Springs Drive to that point by maintenance percentages indicated above.

All roads shall be built to single lane widths with passing lanes designed to preserve the natural beauty of the land.

Upon such determination each Homeowner of each lot shall be notified in writing of his share of such maintenance cost by April 1 of each year.

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Such share shall be paid by June 1 of each year and from and after said date the share shall be a lien upon each lot and the collection of said lien shall be enforceable as if a lien created under Article 2 of Chapter 44A of the North Carolina General Statutes. The lien of any assessment is subordinate to the lien of any first deed of trust on any lot. Interest at the rate of eighteen percent (18%) and attorney fees may be added to the principal amount of the share if the share remains unpaid after June 1.

At such time as the Subdivider sells all lots in the Subdivision, the Subdivider shall be completely free of any liability or responsibility to maintain the roads. Exception being that the Subdivider could retain a Lot or Lots for his own use. Under this circumstance, the Subdivider would participate in the Homeowners Association.

Said committee may call for such other meetings as it deems necessary for the proper maintenance of said roadways and for other related maintenance problems. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until thirty (30) years from date at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by mutual consent of two-thirds (2/3) of those persons claiming through the Subdivider and its assigns it is agreed to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, the owners of the Subdivision have caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Gary M. Hyder (SEAL)
Teresa L. Hyder (SEAL)

STATE OF NORTH CAROLINA, COUNTY OF Madison

I, Elizabeth Shelton, a Notary Public of said State and County, do hereby certify that Gary M. Hyder and wife, Teresa L. Hyder, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 2 day of June, 1997.

Notary Public Elizabeth Shelton



STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

The foregoing certificate of Elizabeth Shelton
a Notary Public of the State and County designated is certified to be correct.
This 2nd day of June, 1997.

OTTO W. DEBRUHL
Register of Deeds
Buncombe County, N.C.

By: Francis A. Tabor, Deputy

Filed for registration on the 2nd day of June, 1997 @ 12:22 PM

OTTO W. DEBRUHL
Register of Deeds
Buncombe County, N.C.

By: Francis A. Tabor, Deputy