

~~CONFIDENTIAL~~  
~~TO PROPERTY OWNERS~~

TRENHOLM WOODS SUBDIVISION DECLARATION  
OF  
COVENANTS AND RESTRICTIONS

403 :

Trenholm Woods, Inc., being the owners in fee simple of "Trenholm Woods, Section One and Section Two", a subdivision located in Hendersonville Township, Henderson County, North Carolina, and shown on the plat thereof recorded or to be recorded in the Henderson County Registry, and in order to provide a uniform plan of development for said subdivision, and in order to keep said subdivision desirable for residential purposes as herein specified, and in consideration of benefits accruing to them from said uniform plan of development, do hereby make the following declarations as to the limitations, restrictions and uses to which the lots or parcels of land constituting said subdivision may be put. The property subject to these restrictive covenants are those lots shown on the plats of "Trenholm Woods" Subdivision, Section One and Section Two, as recorded or will be recorded in plats filed in the Henderson County Registry.

1. GENERAL PROVISIONS: The following covenants, agreements, conditions, provisions, easements, restrictions and charges (herein referred to as "restrictions") shall be for the benefit and protection of all persons who are owners of any lot or parcel of real estate in Trenholm Woods Subdivision, and these restrictions shall run with the land and be binding on all parties purchasing any such parcel or lot and all persons claiming under or through them until January 1, 2000, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the Property Owners hereinafter provided for shall by Two-thirds (2/3) vote elect to nullify these restrictions in whole or in part or to modify or amend them. The Control Committee hereinafter provided for shall have the right to construe and interpret these restrictions, and the construction and interpretation in good faith by said committee shall be binding and final as to all persons or property benefited or bound by these restrictions unless and until a court of competent jurisdiction shall rule otherwise. In all cases, said restrictions shall be given that interpretation which shall tend toward their strict enforcement and, if necessary, shall be extended or enlarged

by implication so as to make them fully effective. All the restrictions herein contained shall be construed together but invalidation of any one or more of the restrictions by judgment, court order or otherwise shall in no way affect any of the other restrictions, which shall remain in full force and effect.

2. USE: No lot shall be used except for residential purposes. 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 above basement. There shall be no duplexes, apartment houses, condominiums, or other multi-family dwellings permitted on the property. All additional structures, garages, or outbuildings placed upon a lot must conform with materials used in the primary residence.

3. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Control Committee as to meeting the terms of these restrictive covenants.

4. DWELLING SIZE: Any conventional one-story residence shall have no less than 2,200 square feet of heated living area exclusive of porches and garages. Any conventional two-story residence shall have a minimum of 2,600 square feet of heated living area. Any split level residence shall have a minimum of 2,800 square feet of heated living area.

5. BUILDING LOCATION: No building, swimming pool or other structure above or below ground shall be located on any lot nearer than 50 feet from any adjoining property line, without prior written approval of the Control Committee.

6. EASEMENTS: Easements for roads and for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat and as set forth herein. Easements ten (10) feet wide are reserved along the side lot lines and ten (10) feet wide along the rear lot lines for the installation and maintenance of telephone lines, electric lines, and maintenance of telephone lines, electric lines, water lines, gas lines and other public utilities and for drainage

facilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No other easements, rights of way, or rights of access shall be deeded, granted or in any way given by lot owners to any other person, firm, or corporation through and over any lot in this subdivision without the written permission of the Control Committee.

7. NUISANCES: No noxious, offensive, or illegal activity 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.

8. TEMPORARY STRUCTURES: No structure of any temporary character shall be placed on any lot at any time except for those necessary during construction; nor shall any trailer or mobile home be used as living quarters either temporarily or permanently. No trailer, mobile home, truck, tractor, camper, boat or other similar equipment may be stored or permitted to remain on any lot unless enclosed in a permanent structure as permitted herein. No building shall be moved onto any lot.

9. SIGNS: No commercial signs including "For Rent" and other similar signs shall be erected or maintained on any lot except with the permission of the Control Committee or except as may be required by legal proceedings. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the permission of said committee.

10. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial use.

11. GARBAGE AND REFUSE DISPOSAL: All sewage shall be disposed

of by septic tanks approved by the State Board of Health. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Incinerators are not permitted.

12. CONSTRUCTION MATERIALS: No buildings shall be erected of exposed cement or cinder utility blocks and no buildings shall be built where the siding shall consist of asbestos shingles or aluminum. There shall be no prefabricated buildings placed upon said lots except prefabricated components of buildings such as window units, door units, roof-trusses, cabinet units, etc., which shall be permitted. As construction methods change in future years, the Control Committee shall have the right to modify the restrictions set out in the two preceding sentences, subject to disapproval by the Property Owners Association by Two-thirds (2/3) vote. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an enclosed garage, or buried underground. Electric power, telephone, other utilities, and cable television service to all structures on all lots shall be underground lines from the utility company's main underground cables or lines to said structures.

13. DIVISION OF LOTS: No lot may be subdivided so as to provide more than one building lot. This restriction shall not be deemed to prevent abutting owners from acquiring titles to a portion of an adjacent lot for the purpose only of increasing the area of any given building lot, provided such change be approved by all adjacent property owners with land adjacent to the area of change and provided that no parcel may be reduced to less than 1.75 acres all total.

14. SIGHT DISTANCE AT INTERSECTIONS: All lots and lot owners shall conform to North Carolina State Highway standards for sight-line provisions at the intersections of all roads and driveways.

15. TEMPORARY STORAGE AREAS: No material or equipment shall be placed or stored on any lot within fifty (50) feet of the property lines.

16. PROPERTY OWNERS ASSOCIATION: The owner or owners of each

lot in the subdivision shall, by virtue of such ownership, be entitled to as many votes in Trenholm Woods Property Owners Association as he or she owns acres within the subdivision. As of January 1, 1983, the owner or owners of each lot in the subdivision shall, by virtue of such ownership, be entitled to as many votes in Trenholm Woods Property Owners Association as he or she owns lots within the subdivision. For purposes of participation in the Property Owners Association, any person or persons having binding contracts to purchase property within the subdivision from Trenholm Woods, Inc., shall be deemed to be "owners" of lots. Property retained by the Trenholm Woods, Inc. will be represented in the Property Owners Association by the corporate representatives of Trenholm Woods, Inc. The purposes of said Property Owners Association shall be to consider and deal by all lawful means with common problems affecting said lot owners, for development and maintenance of roads and utilities within the subdivision, and to do anything necessary and proper for the accomplishment of the general plan of development and maintenance of the subdivision set out in these restrictions. The property owners shall adopt a plan of association and by-laws which may be amended or repealed, in whole or in part, in the manner provided therein.

17. CONTROL COMMITTEE:

A. The Control Committee shall be composed of the President, Vice-President and Secretary/Treasurer of the Property Owners Association.

B. The Committee's approval or disapproval as required in these restrictions shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin or restrain construction has been commenced prior to the completion thereof, approval will not be required and the related restrictions shall be deemed to have been fully complied with.

C. The members of the Control Committee shall serve without compensation.

D. Any ruling of the Control Committee which disapproves an application by any person made pursuant to Items 3, 5, 6, or 12 of these restrictive covenants may be appealed by the party to whom the

8  
disapproval was given to the full membership of the Property Owners Association. The ruling of the Control Committee shall be reversed upon an affirmative vote of One-half (1/2) of the total votes within the Property Owners Association.

18. ENFORCEMENT: If the purchaser of purchasers of any parcel or lot in the subdivision or any person, firm or corporation holding under or through them shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other lot owner of the Property Owners Association to prosecute any proceeding at law or in equity against the violator or attempted violator of any restriction either to prevent the violation, restrain the violation, or to recover damages or other dues for such violation.

19. The Property Owners Association may make such assessments for development costs and maintenance costs from time to time as the Property Owners Association shall deem appropriate; provided, however, that no such development or maintenance assessments shall be made without the affirmative of two-thirds (2/3) of the votes within the Property Owners Association. Any such assessment shall be made on a per acre basis upon lot owners within the subdivision until January 1, 1983, at which time thereafter all assessments shall be made on a per lot basis upon all lot owners within the subdivision. Such assessments shall be enforceable against each lot owner by any other lot owner and by the Property Owners Association. Notwithstanding the above, the Property Owners Association may make such reasonable assessment for annual dues as may be deemed appropriate by the Property Owners Association upon a two-thirds (2/3) vote at any regular meeting of the Property Owners Association.

It is understood and agreed, and subsequent grantees expressly agree by acceptance of a deed conveying any lot within this subdivision, that any portion of the restrictive covenants may be released, changed, modified or amended by a two-thirds (2/3) vote of the then existing property owners of this subdivision. The written and recorded modifications of these restrictions, signed by owners of a two-thirds (2/3) majority

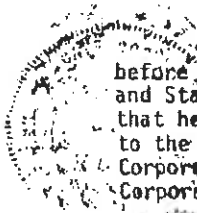
as set forth above, shall be sufficient to constitute an amendment of these restrictions without notification to any person or persons.

WITNESS our hands and seals this the 28<sup>th</sup> day of December, 1979.

Donald John Smith  
President, Trenholm Woods, Inc.  
ATTEST BY: D. Samuel Hill  
Secretary/Treasurer, Trenholm Woods, Inc.



STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON



This the 28<sup>th</sup> day of DECEMBER, 1979, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, Donald John Smith, JR., who, being duly sworn, says that he is President of Trenholm Woods, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed by him in behalf of said Corporation by its authority duly given. And the said Secretary/Treasurer, D. Samuel Hill, acknowledged the said writing to be the act and deed of said Corporation.

D. Samuel Hill  
NOTARY PUBLIC

My commission expires: 6-11-83

North Carolina, Henderson County The foregoing certificate(s) of D. Samuel Hill Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office on 23 day of Jan 1980 at 2:10 P.M. in Book 585 Page 403  
Ruby H. Maxwell (Assistant) By Blaise Sumpson (Deputy)  
Registrar of Deeds