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IVY MEADOWS II RESTRICTIVE COVENANTS  
TYPE OF DOCUMENT

GRANTOR: Clyde Smith

GRANTEE: \_\_\_\_\_  
\_\_\_\_\_

PREPARED BY: \_\_\_\_\_

MAIL TO: Clyde A. Smith  
38 Hidden Forks Dr.  
Weaver ville NC 28787

## **RESTRICTIVE COVENANTS FOR IVY MEADOWS, PHASE II SUBDIVISION**

WHEREAS, the Owner and Developers, Clyde A. Smith, and wife, Deborah Smith, hereinafter "Developer" are desirous of creating a subdivision on that parcel described in Plat Book 230 Page 65, reference to which is hereby made for a more particular description of said real property. Said restrictions shall run with the land and shall be binding upon all successive owners.

### **I. Homeowner's Association**

A. A homeowners' association will be formed with the purpose of enforcing the restrictions contained herein and to make and enforce rules and regulations governing the owners' use and occupation of the Lots.

B. Each owner of each Lot within the subdivision shall be a member of the association for as long as each is an owner of a Lot within the subdivision. Each owner shall be entitled to one vote per Lot owned. All owners shall participate in the responsibilities and privileges of the association, including a road maintenance agreement. A road maintenance fee in an amount determined by the vote of a majority of the association (greater than fifty percent of the members) will be due to the association annually for each Lot by a date also determined by majority vote of the association; the fee for undeveloped Lots shall be one half of that established for developed Lots. Such obligation to pay the annual fee shall begin upon an owner's purchase of a Lot.

C. Notwithstanding anything to the contrary elsewhere contained herein, developer reserves the right to utilize the roads to additional properties and portions of a Lot or Lots to provide access to additional properties now owned or hereafter acquired which developer its successors or assigns may develop; provided such additional properties shall be restricted use; further provided that any instrument referencing this provision to provide such access shall also provide a requirement and a provision to provide such access shall also provide a requirement and a method of calculation whereby the property owners in the additional property bear a reasonable proportionate share of the cost of any roadways so utilized within the subdivision which are not being maintained.

### **II. Roadways**

A. All roadways within the development and serving the owners are private roadways and not public roads. All of the owners shall have non-exclusive easements for ingress, egress and regress over said roadways. Each property owner shall share in the maintenance of the roadways; the owners of undeveloped Lots share in that maintenance will be one-half of that established for developed Lots. Residents and their guests are prohibited from parking on the roadways.

B. During construction, each owner is solely responsible for all damage to the road as a result of his contractor's and subcontractor's and delivery vehicles.

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C. The contractor or builder of any Lot is to keep the street in front of the Lot and the Lot itself free of unsightly refuse and growth. Silt fences are required before grading is started.

D. The developer reserves a right of way over all roadways within the subdivision for the purpose of ingress, egress and regress to any future adjacent development. In the event that such development is undertaken, developer shall require that all owners in such new development shall pay a pro-rata share of the road maintenance for all roadways with the currently existing subdivision, as well as the new subdivision.

E. Truck weight shall be limited to 65,000 pounds maximum. Cement trucks shall not exceed five (5) yards maximum load. If concrete walls are used, no tractor trailer trucks are allowed and cranes shall not exceed weight restrictions.

### **III. Building**

A. Commencement of construction may begin at any time with grading or clearing. No temporary structure of any kind may be used as a residence. Once construction of a dwelling or other improvements is started on any Lot, it must be completed in accordance with the approved plans and specifications within twelve (12) months from commencement. All equipment must be loaded and unloaded on owner's property and not on pavement. Immediately upon grading commencement, a minimum of two loads of road bond is to be applied to entrance of each Lot to facilitate contractor parking and to help control mud being carried onto pavement. Also, a minimum 12" DIA culvert must also be installed at each entrance.

B. No trailer, mobile home, manufactured home, camper truck, travel trailer, etc., shall be permitted as a residence at any time. All houses in subdivision shall be "stick built". No manufactured houses, including modular homes, built off-frame, will be allowed.

C. All residences shall have no less than two thousand (2,000) square feet of living space with a minimum of one thousand seven hundred and fifty (1,750) square feet on the main living level of the home. Additional floors above or below the main level cannot be counted as main living area. Each home must have a minimum of a 2-car detached, or attached garage (not counted in the minimum square footage)

D. No dwelling shall be constructed nearer than thirty (30) feet from the road right of way line and thirty (30) feet from any side or rear property line. The Grantors reserve the right to vary this requirement in the event that such variance is necessary for the reasonable use of the property. Lot lines are as specified on the recorded plat.

E. No Lot shall be subdivided or partitioned. Nor shall any Lot be resubdivided to create an additional Lot.

F. All Lots shall be restricted to residential purposes and no commercial business will be allowed on any Lot.

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G. All exposed foundation walls shall be covered with either brick, stucco, rock or other wall materials.

H. Fences must be approved by the developer or the association.

I. All driveways must be paved with concrete, asphalt or other hard impervious surface and shall have a 12-inch culvert installed at the point of intersection of the driveway with the roadway. The developer reserves the right to require a larger culvert if necessary for proper drainage.

J. All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in good workmanship manner and quality. No used structures shall be relocated or placed on any Lot. Any permitted outbuilding shall be of the same material, quality, general appearance and workmanship as the dwelling on the Lot.

K. No outside clothes lines are allowed.

L. All building plans must be approved by the developer prior to commencement of construction by owner or agent of owner. The Building Review guidelines are available upon request. All plans must be submitted to allow a fifteen (15) day minimum review period by the developer.

M. All houses may be rented to others as long as others pertains to single family long term renters and as long as they maintain the property and abide by the covenants as they apply to all residents. The owner shall also supervise the situation and remain accessible to the residents of the neighborhood. Short-term vacation rentals are expressly prohibited.

#### **IV. Vehicles**

A. No large trucks shall be parked on the property except during construction. 18 Wheel vehicles are prohibited in the subdivision.

B. No stripped, partially wrecked, junked nor immobile motor vehicle nor part thereof, shall be permitted to be parked or kept on any Lot. All motor vehicles of any type kept on any Lot shall have current registration and inspection certificates. No unused vehicles may be stored on a Lot.

C. Excessively noisy vehicles of any kind, such as unmuffled trail bikes or motorcycles, may not be used anywhere on the property. No four-wheel recreational vehicle or motorcycles may be driven in the neighborhood except when leaving or returning to the subdivision.

## **V. Animals**

A. No animals, livestock or poultry of any kinds shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in a reasonable number may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided, further, that pets do not constitute a danger or nuisance to other Lot owners or to the neighborhood.

B. Pets shall not be allowed to roam the neighborhood, nor shall they be tied or caged on the property.

## **VI. Lot Maintenance**

A. All Lots, occupied or unoccupied, shall be well maintained and no unattractive accumulation of growth allowed.

B. Every Lot owner is responsible for maintaining his Lot and yard. Lots must be mowed a minimum of every six weeks between April through October. If the Lot owner fails to do so, the developer has the right to clean and mow the Lot and charge the Lot owner for the expense.

C. The developer will maintain all unpurchased Lots.

D. Lots with a pond and/or creek will need to be maintained more frequently as they are an enjoyment to the community and have always received special care. Owners of these lots are required to maintain the water feature to ensure the health and flow of the water.

E. All natural drainage shall remain open and no diversion of natural drainage shall be allowed where such diversion will affect an adjacent property.

F. All satellite dishes or similar objects or instruments designed or intended to accept or receive television or radio signals shall be attached to the main residence or outbuildings. Satellite dishes over three (3) feet in diameter are not permitted.

G. All fuel storage tanks shall be buried below ground surface and all outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible to the occupants of other Lots or the users of the street or recreation area. All waste shall be removed in sanitary manner and not allowed to accumulate.

H. Noxious, obnoxious, noisy, unsightly or otherwise offensive objects or activities, specifically including vehicle repairs, barking dogs and littering shall not be permitted nor shall anything be permitted that may be an unreasonable annoyance or nuisance.

**VII. Modification**

- A. The developer reserves the right to waive, modify or amend any of the provisions within these declarations by written instrument.
- B. The association may modify, or amend any of the provisions within these declarations by written instrument, then by the vote of a majority (greater than fifty percent) of the members of the association. Each owner shall also be entitled to one vote per Lot owned for this vote.

**VIII. Duration and Application**

- A. The foregoing restrictions and covenants shall be binding upon all successive Lot owners and shall run with the land.
- B. These restrictions and covenants shall be effective until October 1, 2032, and then shall automatically renew for successive ten (10) year periods.

This the 11<sup>th</sup> day of October, 2022.

**Developers**

Clyde A. Smith  
Clyde A. Smith

Deborah Smith  
Deborah Smith

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, Alisha McCurry, a Notary Public of the County and State aforesaid, certify that Clyde A. Smith and Deborah Smith, husband and wife, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of October, 2022.

Alisha McCurry  
NOTARY PUBLIC

My commission expires: 3/31/26

