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STATE OF NORTH CAROLINA

PROTECTIVE COVENANTS

COUNTY OF BUNCOMBE

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this the 3rd day of July, 1990, by L.T.K. ENTERPRISES, INC., a North Carolina corporation, hereinafter referred to as Developers, and Future Owners of lots in SUNNY RIDGE ESTATES PHASE II Subdivision hereinafter referred to.

W I T N E S S E T H:

THAT WHEREAS, L.T.K. ENTERPRISES, INC., is the owner of the subdivision known as SUNNY RIDGE ESTATES PHASE II, and being a subdivision of all of those certain lots, tracts or parcels of land situated, lying and being in Buncombe County, North Carolina, and being recorded in the Buncombe County, North Carolina Register of Deeds Office, Plat Book 57, at Page 109, and;

WHEREAS, Corporation desires, for the benefit of such property and for the benefit of future purchasers and owners of said lots, that said subdivision property shall be developed and used exclusively as hereinafter set forth;

1. The Property shall be known and described as a private residential lot and such lot shall not be used for any other purpose. No structure shall be erected, altered, placed or permitted to remain on such lot other than one detached single-family residence not to exceed two stories in height and private garage for not more than four (4) cars.

2. The property shall not be re-subdivided so as to create an additional lot.

3. No trade or business, commercial enterprise of any type, and no noxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry may be kept on any lot. No owner shall be permitted to keep more than one dog and/or cat on any one lot, they must be confined to the Grantee's property or held on a leash and may not be kept, bred, or maintained for any commercial purposes.

4. No trailer, basement, tent, shack, garage, or other outbuildings erected on the Property shall be, at any time, used as a residence, temporarily or permanently, no shall any residence be moved onto the Property. Specifically, no mobile-homes, or trailers shall be allowed on the Property. Any camping travel trailers or portable camping equipment parked or stored on the Property must be kept within an enclosed garage or

Ret. Ron Brydger
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fenced utility yard and must not be left visible from the street or adjacent property. Furthermore, there shall be no trucks or mobile equipment larger than one (1) ton kept on the Property. No vehicle shall be parked or stored outside unless it is in a drivable condition and regularly used.

5. No building shall be located nearer than twenty (20) feet from the front street right of way line or side street right of way line and ten (10) feet from any side Property Line.

6. Grass and weeds are to be kept down on the Property to prevent an unsightly and unsanitary condition. This is an obligation of the Grantee and is to be done at his expense.

7. No hedge, fence, or wall shall be erected or planted between the street paving line and the front building setback line without the written approval of the Corporation, or its authorized successors or agent. On corner lots, this permission shall apply to the frontage on both streets. No fence, hedge, or wall shall be erected on the remaining two-thirds portion of any lot which shall give undue offense to owners of adjoining lots, which shall be unsightly in the opinion of the Corporation, or which shall in any way interfere with vision of all streets so as to endanger the safety of pedestrians or drivers of vehicles, nor shall any tank for storage of fuel be erected above ground on any lot.

8. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No building shall be erected, placed or altered on the property until the construction plans and specifications there have been submitted and approved in writing by the Grantor (or elected committee of homeowners) as to quality or workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finish grade elevation. Plans and specifications presented to the Grantor for approval shall have drawings showing elevation of the garage or buildings on the lot and the lot must be marked off with stobs so that its location may be easily identified. All trees, stumps and shrubbery which are to be removed from the property must be marked. Silt fence has to be installed before construction to avoid sedimentation.

In the event the Grantor fails to approve or disapprove such design or location within thirty (30) days after such plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such garage or building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

10. All exposed concrete block-work must be veneered with brick or stone, or covered with stucco material.

11. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand eight hundred (1800) square feet for a one-story dwelling. Dwellings of more than one story shall have a minimum of one thousand (1000) square feet on the main floor and a total of not less than one thousand eight hundred (1800) square feet on all floors exclusive of open porches and garages.

12. The contractor or builder on any lot is to keep the street in front of the lot and the lot free of dirt, rubbish, boards, cans and papers and other unsightly refuse.

13. All outside construction work, grading and cleanup of unused material, including paving the driveway, shall be completed within twelve (12) months of the start of commencement of construction. Commencement or start of construction shall begin with grading or clearing. All disturbed land has to be seeded or mulched for erosion control as soon as possible, and disturbed parts of the road and road's right of way has to be brought back to the original condition by the Grantee or by the Contractor if Grantee makes him responsible by a contract.

14. All property owners shall be required to pave the driveways serving their property with a suitable and appropriate hardtop surface, such as asphalt or concrete. Paving must be completed within a reasonable period of time following completion or occupancy of the house, whichever comes first. This covenant may be enforced by specific performance.

15. The Plat of SUNNY RIDGE ESTATES PHASE II recorded in Plat Book 57, Page 109, discloses fifty (50) foot wide rights of way, and said right of way is being used by the property owners for the purpose of ingress and egress to the respective properties. Said rights of way and design of the street have been approved by the Division of Highways and the street has been constructed by the developer in accordance with the standards for subdivision roads adopted by the Secondary Roads Council for Acceptance on the Highway System. During the interim period between the completion of the road by the developer and the building and occupancy of the required minimum number of residences to enable the road to be accepted as a state road, the owners of all lots in the subdivision (or their heirs and their assigns) shall maintain said road in all weather conditions.

Additionally lots 2, 4, 5, and 6 of SUNNY RIDGE ESTATES PHASE II are serviced by a thirty (30) foot wide road right of way. Each lot owner who shall tie into such thirty (30) foot service right of way by means of a driveway cut leading to their residence shall share in their proportionate share of the maintenance of same according to the terms hereof.

The property owners agree for themselves, their heirs, successors and assigns to pay their prorated share of the cost of maintaining said roadway in the same condition as originally constructed and completed by the Grantor. This covenant of road maintenance shall be a covenant running with the lots and be enforceable as a lien against a defaulting lot owner as if said lien were a statutory lien enforceable in accordance with Article II of Chapter 44A of the North Carolina General Statutes until said road will be taken over by N.C. Highway System. At that time this Covenant of Maintenance shall be null and void.

16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designed above or on the recorded plat.

17. Easements affecting all lots in this tract are reserved as shown on the recorded plat, for installation and maintenance of utilities and drainage facilities. Neither Corporation nor any utility company using the easements herein referred to shall be liable for any damage done by them in the installation, maintenance or replacement of any of such utilities or drainage utilities to shrubbery, trees or flowers, or to the property of the owner situated on the land covered by said easement.

18. The developer subjected the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electric cables which may require an initial contribution and the installation of street lighting, which will require a continuing monthly payment to Carolina Power and Light Company by the owner of each building. This right shall survive the execution of any deed and shall be binding on all property owners. The continuing monthly payment may become a lien on any property affected by such electrical installations as described above.

19. 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 systems as installed shall be obtained from such Authority. Lots had been tested and verbally approved by the County Health Department.

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20. No property owner shall keep or maintain any type of satellite dish or any similar object or instrument which is designed or intended to accept or receive television and/or radio signals since underground cable for television shall be installed. Any such device shall be considered a nuisance and must be removed upon request or objection by any property owner.

21. No sign of any kind shall be displayed to the public view on any lot except 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.

22. These covenants are to run with the land and shall be binding on all parties claiming under and through L.T.K. Enterprises, Inc., until July 3, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by mutual consent of those persons claiming through the Grantor and those persons claiming through the Grantee it is agreed to change said covenants in whole or in part.

23. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation. In the event of unintentional violation of any of the setback or side line restrictions set forth above, the Grantor or his designated successor and the owner of the Property involved in such violation, may, by written instrument, change such setback or sideline, provided that such change does not exceed ten percent (10%) of the marginal requirement of the same.

24. Invalidity of any 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.

25. The subdividers, their heirs and assigns, shall have the right to make minor alterations in these Restrictions from time to time as they deem necessary without the joinder of the lot owner and in particular, in their sole discretion, may allow alterations of the building setback lines and waiver of the building setback line requirements without the consent or permission of the lot owners.

EX 1613PG496

IN WITNESS WHEREOF, said L.T.K. Enterprises, Inc., has caused this instrument to be executed in its name.

L.T.K. ENTERPRISES, INC.

By: Loyd H. King
President

ATTEST:

Virginia M. King
Secretary

(corporate seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that Virginia M. King, personally came before me this day and acknowledged that he is Secretary of L.T.K. Enterprises, Inc. a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by himself as its Secretary.

Witness my hand and official stamp or seal, this 3rd day of July, 1990.

Nancy R. Swann (Miss)
Notary Public

My commission expires:

12/28/90

State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of Nancy R. Swann (Miss)
a notary or Notaries public of the State and County designated is certified to be correct.

This 6 day of July, 19 90

Filed for registration on the 6 day of July, 19 90 at 11:17A M.

OTTO W. DABRUHL

Register of Deeds, Buncombe County

By: Calene C. Bohannan Deputy

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