

Bk 1306 PG 422

REGISTERED

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

1992 RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that ^{W. D. Linnell} ~~Eric Linnell~~ LYNGHOLM and wife, INGA L. LYNGHOLM, of the County of Buncombe, State of North Carolina, hereinafter referred to as "Developer", are the owners of a certain tract or parcel of land being all that property described in Deed Book 1036, at Page 613, and which has been platted for subdivision as shown in the Office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 48, at Page 89; said subdivision is to be known and described as Dane Acres; and said Developer does hereby covenant for the benefit of such property and for the benefit of future purchasers and owners of lots within said subdivision that the property shall be developed, maintained and used exclusively as hereinafter set forth. However, since the parcel containing 28.55 acres, as shown on said plat, is considerably larger than any other parcels, these restrictions shall not in any way apply to Parcel No. 6, containing 28.55 acres except as specifically stated and also shall not apply to other parcels still owned by Developer.

NOW, THEREFORE, in consideration of the premises and for the advantage which the said Developer shall receive from the sale of said parcels in a restricted subdivision, the Developer, his successors and assigns, do hereby impress the following covenants, restrictions, limitations, reservations and servitudes upon each of the parcels in the subdivision with the exception of Parcel No. 6 and other parcels still owned by the Developer and upon the ownership, use and occupancy thereof:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons then owning a majority of the parcels, it is agreed to change said covenants in whole or in part. The owners of one parcel shall only have one vote.
2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any of the land to prosecute the person, or

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persons, violating or attempting to violate any such covenant and either to prevent him/them from so doing, or to recover damages or other dues for such violation.

3. Invalidation of any 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.

4. All of said land shall be known and described as private residential land, and none of it shall be used for any other purpose and, particularly, no trade or commercial enterprise of any type shall be carried on upon any part of the land. No structure shall be erected, altered, placed or permitted to remain on any parcel other than one detached, single-family residence, not to exceed two stories in height and a private garage for not more than two cars.

5. No parcel of land sold and recorded shall be subdivided so as to create additional lots or parcels less than 2.83 acres.

6. No trade or business and no noxious, noisy or offensive activities shall be carried on upon the land, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No hunting is permitted. Livestock and poultry may be kept for personal use provided adequate shelter and fencing are provided and the number stays within the carrying capacity of the owner's land so as not to create erosion and other detrimental things. However, no type of commercial operation shall be permitted. All such animals as well as pets, including cats and dogs, must be kept under control at all times.

7. No trailer, basement, tent, shack, garage or other outbuilding placed on this land shall be, at any time, used as a residence, temporarily or permanently. No trucks or other heavy equipment of any kind shall be stored or allowed to remain on the lots.

8. The minimum ground floor area of any residence, exclusive of porches, decks, basements, and garages, shall not be less than one thousand seven hundred (1,700) square feet.

9. No fences or plantings creating a safety hazard are permitted along the joint access road.

10. No building shall be located within fifty (50) feet of any parcel line and easements for installation and maintenance of utilities are reserved within this area. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and out of sight of all neighbors. No tank for the storage of fuel or other things may be erected above ground. No junked or unlicensed automotive vehicles shall be kept or maintained on the grounds.

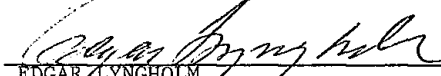
11. The contractor or builder on any parcel is to keep the access road free of dirt, building materials, litter, etc., emanating from his construction site. Any building commenced shall be substantially completed within a maximum of one year. All concrete block construction must be stuccoed or faced with bricks or siding. No outdoor toilets shall be erected or maintained on the premises except as necessary during construction of a dwelling, and shall be promptly removed upon completion of such dwelling. All residents and visitors must comply with local, state and federal pollution laws.


12. The joint access road as shown on said plat shall be sixty (60) feet in width and shall be designated as a private road to serve the parcels within the subdivision, including Parcel No. 6 and shall be a perpetual right-of-way for the

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Developer and the owners of each of the parcels, including Parcel 6, their heirs and assigns. The maintenance of the joint access road will be funded through an annual lien due on the first of the year and assessed against each parcel hereinafter provided. The total annual lien shall be set by the owners as provided below and liens for each parcel shall be based upon the use and location of the parcel from Kuykendall Road. The owner of Parcel No. 1 upon which the Old House is located shall pay one-half ($\frac{1}{2}$) of the maintenance for the first five hundred (500) feet and one-half ($\frac{1}{2}$) shall be paid by the owner of Parcel 6 containing 28.55 acres. Thereafter the cost of maintenance of the first five hundred (500) feet shall be divided between the owners of the parcels, including Parcel 1, which have completed houses or have houses under construction on their parcels in the subdivision. The cost of maintenance of the remainder of the access road shall be divided between the owners of the parcels other than Parcel 1 but including Parcel 6 that have completed houses or have houses under construction on their parcels. Decisions as to the expenditure of funds for the maintenance of the access road shall be made based upon the proportion of total assessment against each property owner. Failure to pay any such lien by any owner shall constitute a lien against the property owned by the said owner in the subdivision and may be enforced and/or foreclosed by the said Developer or any other owner according to the applicable laws of the State of North Carolina concerning real estate liens, provided, however, that such liens shall be second and subordinate to and shall not take priority over any first mortgage or deed of trust. In the event that a parcel is subdivided as allowed by paragraph five (5) herein, the owner of the new lot or parcel shall share as above and shall be considered as an owner of a separate parcel.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 26 day of October, 1982.

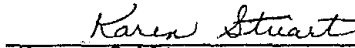
 (SEAL)
EDGAR LYNGHOLM

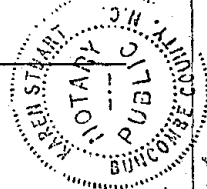
 (SEAL)
INGA L. LYNGHOLM

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, KAREN STUART, a Notary Public of said State and County do hereby certify that EDGAR LYNGHOLM and wife, INGA L. LYNGHOLM, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 26 day of October, 1982.


Notary Public



My commission expires:

August 24, 1985

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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

The foregoing certificate, namely of Helen Stuart, a Notary Public of the designated State and County, is certified to be correct.

This the 27 day of October, 1982.

OTTO W. DeBRUHL
Register of Deeds, Buncombe County

By: Rita L. Ray
Deputy

Filed for registration on the 27 day of October, 1982, at 12:41 o'clock A..M.

OTTO W. DeBRUHL
Register of Deeds, Buncombe County

By: Rita L. Ray
Deputy