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STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS
FOR
CROSS CREEK FARMS

THIS DECLARATION OF LIMITATION, RESTRICTIONS AND USES, made and entered into this the 8th day of March, 1994, by JOHN C. McLEAN and wife, CATHLEEN H. McLEAN;

WITNESSETH:

WHEREAS, JOHN C. McLEAN and wife, CATHLEEN H. McLEAN ("Developers"), are the owners of a tract of land a portion of which has been divided into lots and a street as shown on that plat recorded as Plat Slide 1659, Henderson County Registry (hereafter "Plat"); and

WHEREAS, this portion of their land shown on Plat is located in Henderson County, North Carolina, and is a subdivision known as CROSS CREEK FARMS;

NOW, THEREFORE:

Developers do hereby publish and declare, and do covenant and agree with all persons who shall hereafter acquire any interest in CROSS CREEK FARMS for the development and maintenance of CROSS CREEK FARMS to be as a residential area. These covenants are for the greater benefit, happiness, welfare and mutual best interests of the property owners herein, and for the enhancement and protection of the value of the homes and structures erected, or to be created, in CROSS CREEK FARMS. To this end, CROSS CREEK FARMS shall be developed and maintained subject to the following restrictions, conditions and limitations:

1. No lot may be used for any purpose except for the construction and maintenance of one (1) single family dwelling. No trailer, mobile home, double-wide mobile home, manufactured home, tent, separate garage, barn or other outbuilding may be constructed or maintained on any lot, except as provided herein. No group or congregate living shall be allowed in any residential dwelling.

2. No lot shall be divided into as many as two building sites, except that such division is permitted if the two owners of said divided lot shall each own an adjacent lot in this subdivision each of which lots are adjacent to a portion of the lot divided.

3. No noxious or offensive operation shall be conducted or maintained on any lot and nothing shall be constructed, reconstructed or kept on any lot which shall constitute an annoyance or nuisance to the subdivision neighborhood.

4. There shall be an Architectural Review Administrator ("ARA"), and John C. McLean is designated as the initial ARA. The ARA must be an owner of one or more lots in CROSS CREEK FARMS, and his tenure shall terminate upon death, resignation or at such time as he no longer owns any such lot. Upon the termination of the tenure of an ARA, he or she may appoint a successor in writing, which writing must be filed in the office of Register of Deed of Henderson County. Upon failure of such appointment, the majority of the owners of lots in CROSS CREEK FARMS shall elect the successor, with each lot affording one vote.

It is understood that one of the purposes of the ARA is to approve (or disapprove) improvements to any lot based in part on esthetics, and as a result, individual taste shall be a factor, and this is as it should be and each party who acquires a lot in CROSS CREEK FARMS does so recognizing this and consents to such control. The determination of ARA in matters provided for here is final.

5. No animals or livestock of any kind shall be allowed or maintained on any lot, except:

(a) Dogs, or domestic cats, or other household domestic pets may be kept on each lot, provided that they are not kept for commercial purposes; and

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(b) One horse per acre within the lot, provided the following conditions are met:

(1) The horse(s) must be fenced at all times with a fence approved by ARA.

(2) Shelter for the horse(s) is provided, whether barn or other shelter, but its size, color, location, materials and design must be approved by ARA. Furthermore, an appropriate shelter and fence to properly contain and shelter the horse(s) shall be constructed as provided herein prior to the horse(s) being kept on the lot.

No poultry or swine of any kind or description shall be allowed or maintained on any lot at any time for any purpose.

5. All lots must be maintained in a neat and orderly fashion. All grass must be kept neatly mowed. No trash, old cars, or other debris is permitted.

6. No commercial sign of any kind or description shall be displayed on any lot except one non-illuminated sign of not more than four square feet advertising the property for sale or lease.

7. No mailbox is permitted except those approved by ARA.

8. Eaves lights shall be positioned so as not to focus on any neighbor's windows.

9. Satellite dishes shall be permitted, but only in a location and with screening as prescribed by the ARA.

10. The minimum square footage allowed for any residential dwelling shall be sixteen hundred (1600) square feet of heated living area for a one story house, and twenty one hundred (2100) square feet of heated living area for a split level or a two story house. In a split level and in a two story house, the first floor must have fourteen hundred (1400) square feet of heated living area.

All this is exclusive of garages, porches, terraces, and other such additions to the residential dwelling.

11. No automobile maintenance and/or repairs may be performed on any lot whereby it is visible to any other lot.

12. No boats, recreational vehicles or trailers may be maintained on any lot whereby it is visible to any other lot.

13. Any building must be approved by the ARA prior to commencement of construction. Such approval shall extend to the exterior elevations, exterior design and veneer, colors, building materials, and location of all structures or improvements on the lot. Further, any residential dwelling constructed on any lot shall have a full masonry foundation and the entrance way to any garage must be located to the side or rear of the structure.

14. All review requests to the ARA shall be made in writing. Approval of all written review requests, except as expressly provided otherwise in these restrictions, shall be in writing and shall be within thirty days of delivery of the written request. Failure to act upon any written review request within thirty (30) days of receipt of the same shall be deemed an approval. It is the intent of these restrictions that the ARA shall insure a uniform, aesthetically pleasing subdivision without the utilization of garish colors or architectural designs.

15. No residential dwellings or outbuildings shall be constructed or maintained on any lot in any easement area or closer to any street than thirty five feet from the margin of the street, or closer to any other lot line than twenty five feet.

16. Once construction has been approved in all respects, and commenced on a lot, it shall proceed diligently to completion. The owner of the lot is responsible for maintaining a neat and orderly construction site.

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17. In order to create a general uniformity of character and atmosphere in the neighborhood, a four plank black fence has been constructed along the front boundary line of each lot within the subdivision. Developer reserves the right to maintain, repair, replace and in general to keep in good repair said fence.

18. Other fences and other outbuildings may be constructed on lots, but only with the prior written approval of the ARA. The ARA may require, as a condition of approval, the use of hedges or other greenery as screening for any fence or outbuilding. If any such fence or outbuilding is permitted, the landowner at his own expense must maintain said fence and outbuilding on his lot in good repair and abide by reasonable requests for repairs and maintenance as may be made by the ARA.

19. All driveway entrances from the street to each lot shall consist of headwalls of brick, stone, or other similar materials approved by the ARA, and the entrance to the driveway shall be sixteen (16) feet in width with a concrete or asphalt apron running back three (3) feet from the entrance at the street and tapering back to no less than twelve (12) feet in width.

20. If any swimming pool is approved by the ARA, it must be located to the rear or side of the residential dwelling, or enclosed within the dwelling.

21. Incinerators for garbage, trash, or other refuse shall not be erected, used, or placed on any lot. All garbage cans and all equipment, including, but not limited to equine cooler machines, tractors, and lawn mowers, shall be concealed from the view of the neighboring lots, roads, streets, and open areas.

22. Refusal to abide by any decision of the ARA shall be deemed a breach of these covenants and shall authorize any lot owner or the ARA or Developer to

proceed in a court of competent jurisdiction to obtain such protective orders and damages as are appropriate under the circumstances then and there existing.

23. The ARA shall not be liable to lot owners for any mistake of judgment, negligence or otherwise, except for their individual and willful misconduct or bad faith.

24. A perpetual easement is reserved on side of each lot five (5) feet in width contiguous with and parallel to each lot line, provided that the width of the easement on the south lines of lots 1, 5, 6, 7, 8, and 9 shall be twenty (20) feet, all easements to be for the construction and maintenance of utilities, including, but not limited to, drainage, electricity, gas, water, and sewer. No structure of any kind shall be erected or maintained upon or over said easements.

25. Utility lines and services in this subdivision shall be underground and located within the appropriate easement areas. Notwithstanding the requirements set forth herein, utility lines servicing outbuildings shall not be required to be underground or located within the appropriate easement areas.

26. If any of the provisions of this instrument are at any time declared void or imperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

27. Developer, or the survivor of them, may amend these restrictive covenants from time to time, provided that paragraphs 1 and 2 may not be amended.

28. The above restrictions, limitations and covenants running with the land shall expire thirty (30) years from the date of the recordation of this instrument, but shall be deemed automatically renewed for an additional fifteen (15) years unless a majority of the then lot owners in the subdivision agree in writing that such automatic renewal shall not occur.

IN WITNESS WHEREOF, the undersigned have herunto set their hands and seals this the day and year first above written.

John C. McLean (SEAL)
JOHN C. McLEAN

Cathleen H. McLean (SEAL)
CATHLEEN H. McLEAN

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

Personally appeared before me this 8th day of March, 1994, John C. McLean and wife, Cathleen H. McLean, and acknowledged the due execution of the foregoing restrictions.

Marjorie A. Shandow
Notary Public

My commission expires: 1-30-97

North Carolina, Henderson County The foregoing certificate(s) of

Marjorie A. Shandow

Notary Public (Notaries Public) is/are certified to be correct. This

instrument presented for registration and recorded in this office

this 8 day of March 1994 at 4:45 P.M. in Book 840 Page 328

Patricia A. Neller

Register of Deeds

Linda Forecote

(Assistant) (Deputy)

North Carolina, Henderson County The foregoing certificate(●) of
Priscilla Burgin Lowe
 Notary Public (~~Notary Public~~) is/are certified to be correct, this
 instrument presented for registration and recorded in this office
 this 15 day of July, 2002
 at 4:34PM in book 1703 page 621

Hean W. Miles
 Register of Deeds

(Assistant Deputy)

STATE OF NORTH CAROLINA

SECOND AMENDMENT TO
RESTRICTIVE COVENANTS
FOR
CROSS CREEK FARMS

COUNTY OF HENDERSON

THIS AMENDMENT made and entered into this the 15th day of July, 2002, by CATHLEEN H.

McLEAN, as Developer;

WITNESSETH:

WHEREAS, Restrictive Covenants for Cross Creek Farms, dated the 8th day of March, 1994, were executed by JOHN C. McLEAN and wife, CATHLEEN H. McLEAN, as Developers and recorded in the Office of the Register of Deeds of Henderson County in Deed Book 840, at Page 328 ("The Covenants"); and the First Amendment, dated the 23rd day of November, 1994 by the Developers and recorded in the Office of the Register of Deeds of Henderson County in Deed Book 857, Page 851, and

WHEREAS, Paragraph 27 of The Covenants reserve to the Developers, or the survivor of them, the right to amend The Covenants, except as to Paragraphs 1 and 2, from time to time.

NOW, THEREFORE, the undersigned Developer, does hereby amend The Covenants in the following respects, and the following respects only, and except as so amended, the initial restrictions shall remain in full force and effect:

1. The First Amendment inadvertently contains one paragraph identified as "Paragraph 5.(c).(3)". Paragraph 5.(c).(3) is hereby eliminated in its entirety.
2. The following hereafter constitutes Paragraph 5.(c).(3) of The Covenants:

(3) No cow(s) or poultry is permitted anywhere at any time unless the owner of the lots where kept owns a minimum of ten (10) acres as one contiguous tract within this subdivision on which the animals are kept.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this the day and year first above written.

Cathleen H. McLean (SEAL)
CATHLEEN H. McLEAN

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

Personally appeared before me this 15th day of July, 2002, Cathleen H. McLean, and acknowledged the due execution of the foregoing amendment to restrictions.

Priscilla B. [Signature]
Notary Public

My commission expires: April 19 2005