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Prepared by: WILLIAM A. BARNES, JR., Attorney  
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STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF BUNCOMBE

THESE RESTRICTIVE COVENANTS, made and entered into this the 17<sup>th</sup> day of February, 1988, by and between:

LINDA S. HIGHTOWER

REGISTERED

'88 FEB 18 P2:33

hereinafter referred to as "Subdivider"; and,

ALL FUTURE PURCHASERS and OWNERS of LOTS  
IN  
CLEARVIEW ESTATES

of record in Plat Book 55 at Page 139, Buncombe County Registry; hereinafter referred to as "Owners".

W I T N E S S E T H :

WHEREAS, Subdivider is the owner of all that certain tract or parcel of land mentioned hereinabove; and,

WHEREAS, Subdivider desires for the benefit of such property and for the benefit of the owners of lots within said subdivision, that said subdivision property shall be developed and used exclusively as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for the protection which the owners will receive for such lots in a restricted subdivision, the Subdivider, and successors in title, covenant and agree and hereby restrict the above-referred to property as follows:

1. Any tank for the storage of gas or liquid shall be hidden from the view of other lots.
2. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept in the Subdivision. No animals of any kind shall be raised, bred or kept on any lot in the Subdivision except two (2) animals, and they may be only dogs, cats or other ordinary household pets. No poultry may be kept in the Subdivision. No dog shall be allowed to run loose except when accompanied by a person capable of keeping such dog under surveillance and control.
3. All refuse, rubbish, trash, garbage or waste shall be kept, disposed of or removed in a sanitary manner. All household refuse and rubbish, trash, garbage or waste shall be kept in closed containers until taken to a disposal place operated or licensed by the proper public authority for such disposal. Nonhousehold refuse, rubbish, trash, garbage or waste other than dead leaves and fallen limbs shall not be permitted to remain exposed on a lot.
4. Any vehicle, whether selfpropelled or not, permitted to remain on any lot shall be kept in a licensed and operable condition. Any vehicle, whether selfpropelled or not, shall be parked in such a manner that it is not a nuisance to other lot owners.

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5. 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 to other Owners.

6. A professional quality sign of not more than four (4) square feet in area shall be allowed to be displayed on a lot for advertising such lot or improvement thereon for sale, lease or rent.

7. A structure of a temporary or mobile nature, motorhome, camper truck, travel trailer, camping trailer, other vehicle used or designed for camping or tent, shall not be inhabited within the boundaries of the Subdivision.

8. The residence built on the lot conveyed, exclusive of porches, garages, carports and basements shall not be less than TWELVE HUNDRED (1,200) square feet of heated space. Grantor reserves the right to approve all designs. No more than one single-family residence plus appropriate ancillary buildings may be erected on said lot. No commune, institution, or similar type living arrangements shall be permitted.

All outside construction work, grading and cleanup of unused material shall be completed within twelve (12) months of commencement of construction. Commencement of construction shall be begin with grading or clearing. Grantor reserves the right to extend this time due to unavoidable delay.

9. No commercial enterprise shall be operated.

10. Hunting shall not be permitted.

11. Firearms, explosives or arrows shall not be shot or discharged within the Subdivision.

12. Excessively noisy vehicles of any kind, such as unmuffled trailbikes or motorcycles shall not be used anywhere in the Subdivision.

13. A lot shall not be subdivided or partitioned by lease. No lot shall be re-subdivided to create an additional lot.

14. Any vehicle requiring its operator to have an operator's license under the laws of the State of North Carolina shall be operated only by a person having a valid operator's license.

15. All improvements shall be maintained in such a manner that they do not become a) unsightly, b) in disrepair, c) unsanitary, or d) a hazard.

16. No building may be constructed on any lot other than one single-family dwelling and a garage or storage building attached to the dwelling.

17. Each lot owner shall install and maintain a water and sewage disposal system and each such system shall meet the minimum standards required by law. The Subdivider reserves the right to establish joint well agreements for the installation, repair and maintenance of well(s) serving more than one lot.

18. No dwelling or outbuilding, garage, etc. shall be constructed nearer than thirty (30) feet from the road right of way line and fifteen (15) feet from any side or rear lot line. The Subdivider reserves the right to vary

this requirement in the event such variance is necessary for the reasonable use of any lot.

19. All natural drainage channels shall remain open and no diversion of natural drainage shall be allowed where such diversion will affect an adjacent lot.

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

21. Subdivider reserves the right to convey utility easements to the appropriate utility companies for the purpose of supplying the owners with domestic utilities. Any such easement granted shall be given so as to minimize loss of use of the owners' property and laid out in the most practicable manner. There are easements reserved for water and other utilities along and five (5) feet parallel to all lot lines.

22. Any external electronic transmitting or receiving devices, including antennas, satellite dishes, etc. are prohibited. Roof mounted T.V. antennas no taller than 15 feet above the roof are permitted.

23. The Subdivider hereby dedicates and reserves a perpetual easement for ingress, egress and regress thirty (30) feet in width, over and across Kennedy Road extension and Clearview Lane as appears on the Plat. All future owners of lots in CLEARVIEW ESTATES shall be obligated to share in the reasonable maintenance required to maintain the private roadways in a suitable condition for the travel of normal passenger vehicles in all weather conditions. The obligation to share in the maintenance of the private roadways shall be proportionate to the maximum length of each lot owner's use of said roadway, as the same leads from the furthest point on the lot owner's property to the centerline of Kennedy Road. The road maintenance shall be shared, pro-rata, among all lot owners using same. Any lot owner may maintain an action in equity against any other lot owner who refuses to contribute for the reasonable road maintenance required.

24. Enforcement shall be by proceeding at law or in equity against any persons or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

25. Invalidation of any one 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.

26. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until thirty (30) years from date, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by mutual consent of two-thirds (2/3) of those persons claiming through the Subdivider and her assigns it is agreed to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, the Subdivider has hereunto set her hand and seal, the day and year first above written.

 (SEAL)  
LINDA S. HIGHTOWER

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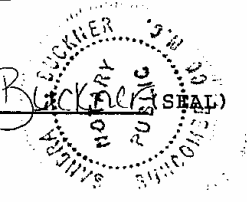
STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, the undersigned Notary Public of said County and State do hereby certify that LINDA S. HIGHTOWER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 17<sup>th</sup> day of February, 19 88.

My Commission Expires: March 29, 1988

Sandra L. Buckner  
Notary Public



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STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

THE FOREGOING CERTIFICATE OF Sandra L. Buckner is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof. THIS the 18 day of February, 19 88 at 2:33 p.m.

Otto W. DeBruin  
REGISTER OF DEEDS, BUNCOMBE COUNTY

By: Sharon C. Sanford  
Assistant/Deputy