

CH



Doc ID: 015218460006 Type: CRP
Recorded: 12/08/2004 at 10:50:19 AM
Fee Amt: \$29.00 Page 1 of 6
Workflow# 1840913
Buncombe County, NC
Otto W. DeBruhl Register of Deeds

BK 3862 pg 65-70

Prepared by & return to: Henry Law Firm Box # 74

RESTRICTIVE COVENANTS FOR IVY MEADOWS 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 105 at Page 190, 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 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, regardless of the number of Lots owned by such owner. All owners shall participate in the responsibilities and privileges of the association, including a road maintenance agreement. A fee of \$150.00, or such other amount as a three quarters majority of the association members may determine, per year is due to the association, July 1 of each year for each Lot. Such obligation to pay the annual fee shall begin upon an owner's purchase of a Lot from the developer.
- C. Notwithstanding anything to the contrary elsewhere contained herein, developer reserves the right to utilize the roads within the subdivision 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

2

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 homeowner shall share equally in the maintenance of the roadways as soon as construction of a house is begun on owners' Lot.
- B. During construction, each owner is solely responsible for all damage to the road as a result of his contractor's and subcontractors' and delivery vehicles.
- C. 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, papers and other unsightly refuse. 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 within the currently existing subdivision, as well as the new subdivision.

III. Building

- A. Commencement of construction may begin at anytime 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 owners 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.

- 3
- 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 primary residential residences shall have no less than fifteen hundred (1500) heated, finished square feet of living space. Main level area shall be defined as 100% above grade. Dwellings of more than one story shall have a minimum of twelve hundred (1200) square feet on the lower level, but total living area above grade must be at least fifteen hundred (1500) square feet. Open porches, basements (finished or unfinished) and garages shall not be counted in determining living floor space. The complete exterior shall be finished in an attractive manner.
 - D. No dwelling shall be constructed nearer than twenty (20) feet from the road right of way line and fifteen (15) 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 re-subdivided to create an additional Lot. With the exception that Lot #9 may be subdivided upon written agreement with Developer and owner of Lot #9.
 - F. All Lots shall be restricted to residential purposes and no commercial business will be allowed on any Lot.
 - 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 clotheslines are allowed.
- L. All building plans must be approved by developer prior to the commencement of construction by owner or any agent of owner.

IV. Vehicles

- A. No large trucks, such as eighteen wheel vehicles, shall be parked on the property except during construction.
- 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 kind 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. 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. All natural drainage shall remain open and no diversion of natural drainage shall be allowed where such diversion will affect adjacent property.
- E. 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.
- F. 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 a sanitary manner and not allowed to accumulate.
- G. 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, upon the vote of a three quarters majority of the members of the association.

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 December 31, 2024, and then shall automatically renew for successive ten (10) year periods.

This the 8 day of December, 2004.

Developers

Clyde A. Smith
Clyde A. Smith

Deborah Smith
Deborah Smith