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by: PATTY YOUNG  
Register of Deeds  
BOOK 402 PAGE 768

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STATE OF NORTH CAROLINA

COUNTY OF MITCHELL

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR THE ORCHARD AT GREENE COVE**

Rockhouse Development, LLC, is the Owner and Developer (hereafter Developer) of the property known as The Orchard at Greene Cove, Phase 1, consisting of Lots 1-14, as shown by a plat of said development by Mountaineer Land Surveying, PLS # L-4413, dated May 5, 2004, designated Job Number 04-052, recorded in Plat Book 2, Page 341, Mitchell County Registry. Rockhouse Development, LLC, does by these presents declare that the land shown as Phase 1, Lots 1-14, and all other lands owned by Rockhouse Development, LLC, described in the deeds recorded in book of instruments 386, pages 298 and 306, Mitchell County Registry, are subject to the following conditions, restrictions, and limitations, which shall be accepted as covenants running with the land and which shall be binding upon the Developer and all persons hereafter purchasing lots as shown on the above referenced map or derived from the above-mentioned deeds:

1. No mobile, manufactured, or modular homes, trailers or temporary structures shall be allowed on the premises. During construction of a residence, a construction trailer may be placed on the property for a period not to exceed six months. A construction trailer may not be placed within sight of the any road servicing the development. Limited camping including with recreational or camping vehicles shall be allowed, not to exceed four (4) consecutive weeks at a time, or twelve (12) weeks total per year. Recreational or camping vehicles may not be used, stored or left on the property in sight of any roads servicing the development.
2. There shall be no junk cars allowed, and no assembly or disassembly of

motor vehicles in view of the public on the premises, nor shall any motor vehicle which is inoperable or unlicensed be placed or stored on the premises.

3. No commercial structures shall be placed on the property, and no public or commercial trade or sales shall be conducted on the property. This shall not preclude the use of the property for a non-public home office or a non-public, non-sales, individual art or craft studio. No activity which emits harmful or offensive odors, unreasonable noises, or otherwise constitutes a nuisance, shall be allowed on the premises.
4. There shall be no dumping or accumulation of rubbish, trash, junk or litter on the premises. Lot owners are encouraged to leave as much natural vegetation as is reasonably possible, and in no event shall more than 50% of the trees and vegetation be removed from any lot. Debris from any clearing shall be removed promptly and any such cleared areas shall be promptly planted in grass or ground cover, or covered with mulch so as to prevent erosion. Any burning of brush or debris must be done in accordance with all laws and regulations of any applicable government agencies, and any burning of brush or debris must be supervised continuously until all fire or coals are completely extinguished.
5. Only one single family residence per platted lot or 5 acres (whichever is smaller) shall be permitted. This shall not prohibit a guest apartment within the main home. Two or more lots may be combined and re-subdivided provided that no re-subdivided lots may be smaller than either their original size or a minimum of 5 acres (whichever is smaller). The Developer reserves the right to subdivide later phases or portions of the property into lots of various sizes with the size of each lot to be in the discretion of the Developer.
6. Any residence constructed or placed on the premises shall contain at least 1,000 square feet of ground level heated floor space. Once construction has commenced, the exterior of the building shall be completed within one year. No synthetic, vinyl or metal siding may be used in construction. Lot owners are encouraged to choose natural siding materials that are consistent with the landscape and aesthetics of the development.
7. The residence and historic barn located on Lot 1 were in existence at the time the Developer acquired the property. To the extent that the old residence may be remodeled, it shall be done consistent with the requirements of these restrictive covenants. However, the Developer, or its successors or assigns, is not under a duty to bring that the residence into compliance with these restrictions at any particular time.
8. No more than one separate garage (not to exceed 600 square feet ground level) and one other outbuilding (not to exceed 600 square feet

ground level) shall be placed on any lot. Any such outbuilding must be harmonious in character with the main residence. The historic barn on lot #1 is excepted from this requirement, and lot #1 is allowed the two other described outbuildings.

9. No structure, septic system, well, or other improvement may be placed within forty (40) feet from the center of any road, or closer than twenty (20) feet from any other boundary. No fence may be placed within thirty (30) feet of the center of any road, or closer than five (5) feet from any other boundary, except with the prior permission of any adjoining lot owner. No fence shall be over five (5) feet tall or of unsightly construction. In the event two adjoining lots are combined by one owner, setback restrictions from the interior lines between the lots shall not apply. The Developer reserves the right to waive these setback restrictions for unusual or special hardship situations.
10. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet indicating the name of the property or its owner, and/or one (1) "For Sale" sign, not to exceed six (6) square feet.
11. With the exception of lot #1, no animals may be kept on the premises except for domestic pets. Any animal kept on the property must be housed and maintained in such a manner as to not be a nuisance to other property owners, and may not be maintained for any commercial purposes including breeding.
12. Off-road recreational vehicles such as 4-wheelers and golf-carts may be ridden on subdivision roads by owners and guests only during daylight hours, and only if they are operated in such a manner so as not to cause damage to the roads or be a nuisance to the other lot-owners.
13. All lot owners shall, upon recordation of a deed to any lot in the development, have a perpetual and non-exclusive easement to travel on roads leading to the public road. There is reserved unto the Developer a forty-five (45) foot (22.5' each side of centerline) easement, or as needed, along all roads for the benefit of other lot owners, and for the placement of utilities, including but not limited to, electricity and telephone.
14. All roads shown on the recorded plat are private roads, for the use of the owners of any lot in the subdivision. All responsibility for maintenance of said roads shall be assumed by the lot owners, whether individually or by association. By acceptance of a deed or other conveyance to a lot in said subdivision, all grantees shall be deemed to have agreed to join the subdivision property owners association, and to be responsible for their pro-rata share of road maintenance costs for the subdivision roads. The maintenance of the roads (and any common areas) shall be taken over by an association, formed by the Developer and/or the lot owners, when

10 lots have been sold or January 1, 2006, whichever is sooner. Until organization of the Property Owners Association or further notice, each platted lot shall be assessed for maintenance dues the sum of \$150 per calendar year (for the year beginning January 1, 2005) and \$250 per calendar year after January 1, 2006. Such pro-rata costs are based on one (1) share per lot or home, regardless of the size of the lot. Any lot owner causing excessive damage at any time to any road, by construction or other activities shall promptly repair such damage at their own expense.

15. Any dead-end road shown on the recorded plat may be blocked or gated by the owner(s) of the property served by that road, provided that no other lot owner is denied rightful access to his lot by such action. Such blocking of dead-end roads constitutes automatic waiver by such lot owner(s) of property owners association maintenance beyond any such blocked or gated point.
16. Firearms, explosives, or arrows shall not be shot or discharged within the subdivision.
17. No mining operations, quarrying, tunnels, mineral excavations, or shafts shall be permitted upon, in, or under any lot.
18. Invalidation of any one or more of these provisions shall in no way affect any of the other independent provisions which shall remain in full force and effect.
19. If the owner of any restricted land shall violate or attempt to violate any of the covenants, conditions, or restrictions herein, it shall be lawful for any other person or persons owning any of the restricted real estate in the development covered by these restrictions to prosecute a civil action against the person or persons violating or attempting to violate any such covenant, condition, or restriction, and to receive injunctive relief, specific damages for such violation, and reasonable attorney's fees and costs associated with the enforcement of the covenants, conditions, or restrictions herein.
20. Rockhouse Development, LLC, its successors or assigns, reserves the right to use the roads in this subdivision for access to and installation of utilities to other property now owned, or acquired hereafter, by Rockhouse Development, LLC.
21. These covenants, conditions, and restrictions shall run with the land and shall be binding on the Developers and all successors in title until January 1, 2015, at which time they shall automatically be extended for successive periods of ten (10) years, unless a majority of the lot owners at the time of renewal agree to terminate or amend these covenants, conditions, and restrictions.

This the 13 day of September, 2004.

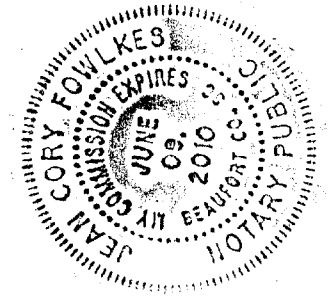
Rockhouse Development, LLC

BY: [Signature]  
Member-Manager

State of South Carolina - County of Beaufort

I, the undersigned Notary Public of Beaufort County and the State of South Carolina, certify that Russell J. Diller personally came before me this day and acknowledged that he is the Member-Manager of Rockhouse Development, LLC a North Carolina or corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 13 day of September, 2004.

My Commission Expires: 6.9.2010 Jean Cory Fowlkes  
Notary Public



**Mitchell County, North Carolina**

Each of the foregoing (or annexed) certificate(s) of Jean Cory Fowlkes, notary public 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.

**Patty Young, Register of Deeds**

By: Patty Young - Deputy  
Assistant/Deputy Register of Deeds