

Prepared By:
PAVEY LAW FIRM, P.A.
Attorney & Counselor at Law
33 Dillsboro Road
Sylva, North Carolina 28779

STATE OF NORTH CAROLINA
COUNTY OF SWAIN

Brief Description for Index
Charleston Township
Lot 2 PIN: 6673-07-79-0765
Lot 3 PIN: 6673-07-69-9498

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the “Covenants”) is made this the ____ day of August, 2025, by J2E Texas LLC, a Texas limited liability company, 3505 Hidden Oaks Cove, Round Rock, TX 78681 (the “Developer”).

WHEREAS, the Developer acquired a 7.082 acre tract of land in a deed recorded J2E Texas LLC, a Texas limited liability company in a deed recorded in Book 539, Page 1034, Swain County Public Registry; and,

WHEREAS, the Developer subsequently subdivided the 7.082 acre tract of land into three lots as shown on a survey recorded in Book 4, Page 4439, Swain County Public Registry; and,

WHEREAS, the Developer imposes the following restrictive covenants only upon Lot 2 (1.53 Acres) and Lot 3 (2.92 Acres) and these restrictions shall be deemed to run with the land

and shall be binding upon all future owners of Lot 2 and Lot 3, their heirs, successors, and assigns.

A. Land Use

- i. Lot 2 (81 Bacon Drive) and Lot 3 (79 Bacon Drive) shall be used for single-family residential purposes only.
- ii. No commercial, industrial, or multi-family use shall be allowed.
- iii. No further subdivision of either lot is permitted without the express written consent of the Developer.

B. Building Requirements

- i. Any dwelling must have a minimum of 1,200 square feet of heated interior living space (exclusive of garages, porches, and basements).
- ii. No mobile homes, trailers, or manufactured homes shall be placed or constructed on the lots.
- iii. All construction must be completed within eighteen (18) months of commencement of construction.
- iv. Lot owner to return road to original condition after completion of construction, for any damage caused.

C. Setbacks and Height Limits

- i. Front setback: minimum 25 feet from the front property line.
- ii. Side setbacks: minimum 10 feet.
- iii. Rear setback: minimum 15 feet.

D. Road and Access

- i. Lot 2 and Lot 3 shall utilize the shared private access road (Bacon Drive) that also serves the residence located below the lots, currently owned by the Grantor.
- ii. This access is granted via a non-exclusive easement for ingress and egress.
- iii. All owners shall equally share responsibility for maintaining and repairing the access road, including snow removal and surface maintenance.
- iv. Parking or storage of vehicles, trailers, or materials on the road or within the easement is strictly prohibited.

E. Accessory Structures

- i. No temporary structures, campers, mobile storage units, or shipping containers are permitted.

F. Animals

- i. No livestock, poultry, or exotic animals may be kept on the property.
- ii. Domestic household pets may be kept, provided they are not bred or kept for commercial purposes and do not create a nuisance (excessive noise).

G. Nuisances

- i. No noxious, offensive, or unlawful activity shall be permitted.
- ii. No inoperable vehicles, trash, or discarded materials shall be stored on the lots.
- iii. Owners must maintain their properties in neat and orderly condition.

H. Fencing and Landscaping

- i. Fencing must be constructed of wood, stone, or other materials. Chain-link fences shall not be permitted in front yards
- ii. Landscaping must be maintained to preserve the natural beauty and prevent erosion or overgrowth.
- iii. Culverts, silt ponds to be properly maintained by lot owners on an annual basis to ensure proper drainage and erosion control.

I. Signage

- i. Only one professionally made “For Sale” sign and standard residential address markers may be displayed.

J. Enforcement and Amendment

- i. These covenants shall run with the land and shall be binding on all owners of Lot 2 and Lot 3 and their heirs, successors, and assigns.

- ii. Enforcement may be pursued by the Developer or any owner of Lot 2 or Lot 3.
- iii. Any violation shall entitle the enforcing party to seek injunctive relief and recovery of reasonable attorney's fees.
- iv. These restrictions may be amended or terminated only by written agreement of at least seventy-five percent (75%) of the lot owners and with written notice to all affected parties.

This the _____ day of August, 2025.

J2E TEXAS LLC, a Texas limited liability company

_____(SEAL)
Jason Sweatman, Member-Manager

STATE OF NORTH CAROLINA

COUNTY OF SWAIN

I, the undersigned Notary Public in and for said county and state, do hereby certify that **JASON SWEATMAN**, Member-Manager of J2E Texas, LLC, personally appeared before me this day and acknowledged that he executed the foregoing document on behalf of J2E Texas, LLC, for its stated purpose.

Witness my hand and official seal, this ____ day of August, 2025.

(Seal)

_____(Seal)
Notary Public

My Commission Expires: _____