

STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

Prepared by Max K. Holland

COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND  
CONDITIONS GOVERNING BEECHWOOD, a Sujak Land Co.  
Development, Greens Creek Township,  
JACKSON COUNTY, NORTH CAROLINA

REGISTERED  
PLAT

PART A - PREAMBLE

JACK A. DEITZ and wife, SUE C. DEITZ, being the owners and developers of the land situate and lying in Jackson County, North Carolina, and described as follows:

That certain tract of land identified as Tract One described in Deed recorded in Book 855, page 604, Jackson County Public Registry, and as shown on plat prepared by Roy J. Tucker, R.L.S., dated May 29, 1997, entitled "Beechwood, A Sujak Land Co. Development, reference to which is hereby made for a more particular description, with the exception of the 0.46 acre tract on which there is located a barn and shed, the same which shall for the purposes of these restrictive covenants be known as BEECHWOOD. The developers do hereby by these presents make, declare and impose upon said described land the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land and shall be binding upon the undersigned, their successors and assigns, as well as upon people claiming under them and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof, subject to the provisions contained herein below, to-wit:

PART B - RESIDENTIAL AREA COVENANTS

(1) USE RESTRICTIONS: All lots in BEECHWOOD are restricted to the use as residential property and no commercial enterprise, including but not limited to manufacturing, business or apartment house, shall be conducted on said lands. (Houses may be rented as a single family home). A construction shed or camper may be placed on a lot and remain there temporarily during the course of active construction of a residence not to exceed one year after the footers being dug or issue date of construction permit (whichever occurs first), otherwise no portable or temporary buildings, mobile homes or trailers may be placed on a lot.

Completion shall be considered when a certificate of occupancy is issued by the Jackson County Building Department and all construction debris removed and all exterior areas painted, stained, stuccoed, etc.

Only one residential one-family dwelling and one out-building may be constructed per lot.

All dwellings must have a roof slope of 5/12 or greater, and must have colors in keeping with those commonly used on other Jackson County, North Carolina homes. All exterior masonry walls shall be finished with stucco, rock work or brick veneer. There shall be no exposed and/or unfinished block.

All dwellings must conform to all National, Southern, North Carolina and Jackson County building codes applicable to construction within the development. (HUD Code Structure is NOT acceptable).

No trailers, mobile homes, double wides, manufactured homes, may be moved onto any lot for any purpose. No motor home, recreational vehicle or camper, fifth-wheel or similar vehicle may be occupied as a dwelling on any lot at any time.

This restriction shall not apply to boat trailers, small utility trailers and camper units that are stored on inconspicuous portions of the lots behind constructed screening that matches the general decor of the other construction within said development.

Outbuildings are limited to 750 square feet or 50% of the interior size of the dwelling, whichever is smaller. Outbuildings must be of similar material, color and finish as the dwelling. Outbuildings may not be constructed or placed upon any lot prior to the construction of dwelling. Lot #2 with a existing barn shall be exempt from this size requirement, but may not have additional outbuildings.

The lot owners shall be fully responsible and <sup>liable for</sup> ~~held~~ for the actions of their guest. Meetings or social gatherings outside of dwelling are to be held at reasonable hours.

(2) SETBACK RESTRICTIONS: Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond setback lines as follows:

- 15 feet from front property road right of way lines;
- 10 feet from rear property lines;
- 10 feet from either side property line;

EXCEPTIONS TO SETBACK RESTRICTIONS: Terraces, walls, low or open fences and low platforms or steps may be erected outside of setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining, or facing property.

(3) FENCES: Only wood rail type fencing may be constructed on any lot side facing a road or common area. It is permitted to "line" the inside of the wood fencing with a wire material to maintain pets within the property boundary. Chain link type fencing may not be used as a boundary fencing material. Ribbon wire, electric wire fencing or any fencing designed to injure or shock is not permitted. No "Privacy" fence is permitted as a boundary fence on the front side of any lot. Privacy fencing may not be higher than six (6) feet and may not be constructed to where is may impair the mountain view from any other property.

Exception: Standard barbed wire type fencing is permitted only on lots having horse or cattle. Barbed wire fence must be placed three feet or more inside other type of permitted non-barbed wire parameter fencing. The placement of the two fence lines are to be constructed in such a manner as to prevent an individual from being injured on the barbed wire from outside the parameter fence.

(4) LOT MAINTENANCE: Lot owners are responsible for maintaining the lots in a neat, safe and sanitary condition. The lot owners must cut weeds once each year between April 1st and June 30th and again between August 15 and October 15th of each year as a minimum cutting schedule. Brush, dead trees, etc. may not be permitted to accumulate creating a fire or health hazard. Any part of a tree or bush overhanging a property line may be cut at the property line by the adjoining property owner. A lot owner may be <sup>held</sup> ~~held~~ liable for damage to an adjoining property caused by a tree or bush located within the boundary of their lot.

Should it become necessary for the developer or property owners association to perform any repair or maintenance a lot owner has failed to do as expressed herein (cut weeds or otherwise

maintain the vegetation, clean driveway culvert, drainage, etc.) the lot owner shall be responsible for all expenses incurred including, but not limited to labor, equipment and legal fees. If the property owner does not pay for these repairs or maintenance in full within 45 days of notification, the developer or property owners association shall have the right to place an interest bearing lien upon the lot.

(5) ROADWAY: Forty Five (45) foot road rights-of-way for roads will be constructed through said Development and are reserved for the use of the developers and lot owners in said Development.

(a) Any lot owner prior to the beginning of construction of a home on the lands shall pay to Sujak Land Company or Jack A. Deitz or Sue C. Deitz, their heirs, assigns, executors or administrators, the sum of \$250.00 as an impact fee and as liquidated damages that may be caused to the roadways by heavy trucks and equipment. The impact fee shall increase by \$10.00 each January 1 beginning January 1, 1999.

(b) In the event any lot owner makes a driveway connection with any road, said owner shall install a culvert of sufficient size (a minimum of 15 inches) in the ditch line along said drive to carry the normal flow of water of the ditch line through said culvert. No obstruction or fence may be placed within 22-1/2 feet of the center line of any roadway.

(c) Road and area maintenance shall be each property owner's proportionate share, one share for each lot, (or \$200.00 per year per lot, whichever is greater and beginning on 1/1/99 and each January 1st thereafter this amount shall increase by \$10.00) of the cost to properly maintain the entrance into the development at State Road #1318 and all commonly utilized access road(s) into and within the development and the upkeep of all "common areas" within the development. Properly maintained road shall be deemed as: mowing weeds along the shoulders, cleaning ditches and culverts, complete grading, and gravel where needed a minimum of once between February 1 and May 1 and once between October 1 and December 1 of each year. Properly maintained entrance and common areas is considered to be cutting grass and weeds whenever required to maintain a heights no greater than eight inches, to repair or replace development sign(s), maintain walkways, all grass, flowers, shrubbery, trees and other attractive and beneficial vegetation, ponds, streams, sheds, or amenities located on all grounds designated and deeded or dedicated as "common area".

(d) All road and area maintenance fees collected, and not required for maintenance expenses, shall accrue for the purpose of paving the main entrance road beginning at State Road #1318. Anytime sufficient funds have accumulated to pave 1000 feet of road 12 feet wide (3-1/2 thick) it shall be ordered done until such time as the main entrance road is completely paved.

EXCEPTION: Until such time as the supervision of Road and Area Maintenance shall pass from the developer, the developer shall not be responsible for more than the actual number of lots owned up to a maximum of five lots as developers of said expense regardless of the number of lots the developer may own. After such time as the supervision of Road and Area Maintenance shall pass from the developer to the owners or a lot owners association, the developer shall not be responsible for more than one share regardless of the number of lots owned by developer until such time as the developer no longer owns property within the original development and at that time the developers responsibility for said expense shall terminate.

The supervision of Road and Area Maintenance shall pass from the developer to a property owners association at the time developer has sold fifty-five percent (55%) of the original development tract.

(6) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No garbage, trash, animal waste or residue, may be allowed to accumulate as to become malodorous, or attract vermin or insects or become a health hazard to any adjoining property.

(7) LIVESTOCK: No farm animals including, but not limited to horses, cattle, goats, pigs, chickens, turkeys, mules, etc. shall be permitted to be raised, fed or kept on any parcel or lot. Common outdoor household pets shall be permitted with the number of pets not to exceed three per household. In no event may any breed (i.e. Pit Bull or Rottweiler dogs, poisonous reptiles, etc.) which may be considered dangerous be permitted on any lot. Any animal owned by a guest or tenant of the lot owner must comply with these restrictions and the property owner assumes full responsibility. No animal may be boarded for any fee or charge on any lot.

(a) Any lot containing two (2) acres or more may have horses and/or cattle not to exceed one head per full acre of area. Subdividing subject lots, regardless of resulting size, terminates this exception. (See fence requirements.)

(b) Any animal or pet that is the subject of one or more written and signed complaints (including, but not limited to, unpleasant odor, noise or intimidation) received by the developer or property owners association within a six month period written by unrelated lot owners of four different lots within the development will be considered a nuisance. Any animal or pet considered to be a nuisance, based on the receipt of said written complaints, must be permanently removed from the development within ten (10) days of notification.

(8) NUISANCES: No noxious or offensive activity, including but not limited to the keeping of howling or barking dogs, loud music or noise, vehicle/engine noise, fireworks, the operation of go carts, dirt bikes and other all terrain vehicles, shall be carried on upon any lot; nor shall anything be done thereon which may become a nuisance to the neighborhood.

(a) All lot owners must provide off-road right of way parking for all guest. The lot owners shall be fully responsible and liable for the actions of their guest. Meetings or social gatherings outside of dwelling are to be held at reasonable hours.

(b) There shall be no fraternities, sororities or other such groups permitted to be housed or to hold meetings on any development lot. No group or meeting for any group whose intent, interest or purpose is for any illegal purpose to include, but not limited to, "para-military, dog, cock or animal fighting, racial bigotry/supremacy, terrorist or fanatical or cult groups under the disguise of religion" shall be permitted on any development property.

(c) The discharge of firearms within the development is forbidden except for the protection of life and property.

(9) OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. except that a portable drilling rig is permitted for the purpose of installing a residential well for water. Said rig must be removed within five (5) working days of well completion.

(10) SEWAGE: Whether or not provision therefor is stated in any conveyance of a lot made by the Subdivider, the owner or occupant of each and every lot by acceptance of title thereto or by taking possession thereof covenants and agrees that no septic tanks shall be placed upon his lot unless and until the plans and specifications therefor have been approved by the lawful authorities of the State of North Carolina or Jackson County.

(a) Septic tanks and drain fields may not be shared between two or more dwellings. Only a sewage treatment plant or municipal sewage system may serve more than one dwelling or lot.

(b) Each lot owner, builder or contractor shall furnish a portable toilet for employees use during the period of construction. The portable toilet shall be temporary and must be removed within ten (1) days after the Certificate of Occupancy is issued.

(11) CONSTRUCTION COMMENCEMENT: Owner shall have a period of one year from the date of commencement of construction in which to complete all exterior work required by such construction.

(12) PROPERTY OWNERS' ASSOCIATION: The developer may, at any time after 55% of the development has been sold, appoint a three person committee from current property owners of said development, to formulate a democratic election of officers for the Beechwood Property Owners Association. The election is to be completed and the transfer of road and common area supervision by December 31st following committee appointment.

(13) PURPOSES: Said lands and premises shall be used for residential purposes and single family dwellings only, <sup>and</sup> and not for business, manufacturing, commercial or apartment house purpose. The lot owners shall erect or suffer to be erected or maintained on said lands only one residential dwelling. Residential or vacation rental activity shall be permitted. The parking, in an inconspicuous manner to rear of the lot, of motor homes and travel trailers shall be permitted for storage purposes only and not occupied at any time.

(14) VEHICLES: There shall be no unlicensed or uninsured vehicles allowed to remain on the premises for longer than sixty (60) days unless completely enclosed within a garage.

(15) OCCUPANCY: No dwelling shall be occupied before obtaining a certificate of occupancy and completion of the exterior construction, including final painting, unless written approval for such occupancy is first obtained from the Developer.

(16) ADDITIONS: All garages, carports, and any subsequent additions to the dwelling shall be of the same kind and quality of material as the construction of the original dwelling, and the same shall be substantial and conform architecturally with the dwelling.

(17) SUBDIVIDING: The lots in said development may not be divided and/or subdivided, by the owners, their heirs, assigns, executors, administrators, and successors, nor may any lot line be moved resulting in a lot having less than one full acre. Lots may not be combined to qualify for two or more acres allowing horses or cattle. Any new lot created from subdividing is subject to all restrictions and road maintenance herein. Each lot may have only one-single family dwelling constructed thereon.

(18) UTILITIES: There shall be reserved unto the Developer, their heirs and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect maintain and use electric and telephone poles, wires, cable, cable TV, conduits, sewers, underground pipelines, underground conduits, cable and wires, storm sewers, water mains and other suitable equipment for the transmission and use of electricity, telephone, telegraph, cable television, gas, sewer, water or other public conveniences or utilities on, in or over ten (10) feet inside the outside boundary lines of each lot. Any type of utility lines located on the lands shall be placed underground from the main service lines to the dwelling or outbuilding.

(19) AESTHETICS: It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood, as a whole, or in a specific area.

(20) TV, RADIO ANTENNA and SATELLITE DISH: All satellite dishes and antenna must be mounted on a free standing pole (or the side or rear exterior wall of a dwelling) within lot set back lines and have underground wiring to the dwelling. Antenna, dish and pole must be of a neutral, non-metallic color. No pole, antenna or dish may be higher than 12 feet above the ground. Maximum dish size is 36 inch diameter, maximum antenna size is 48 inches. If the dish or antenna is mounted on the side or rear exterior wall of a dwelling, it may not extend above the highest roof elevation.

(a) No antenna or dish may be mounted on a dwelling roof or chimney, tree or outbuilding. No more than one antenna and one dish may be installed per dwelling.

(b) No "HAM", shortwave or other wireless transmissions permitted that interfere with TV, radio, telephone reception of other lot owners within the development shall be permitted.

(21) SPECIFICATIONS:

Each dwelling must contain at least 1200 square feet of heated living space above grade level and be no higher than two stories above ground level and must be placed on a continuous masonry foundation. Because of the slope of Lot Nos. 12, 13 and future lots west of Lot Nos. 12, 13, 15, 18 and 19 shall be restricted to a minimum of 840 square feet heated living space. (Heating living space does not include porch, deck, garage, carport, unfinished attics, lofts, outbuildings or patio.)

(22) RUBBISH: Each lot owner shall be responsible for clearing all rubbish from the lot before, during and after construction, and to seed and/or gravel any disturbed earth within thirty (30) days after the construction of the home is completed. All disturbed slopes, banks, and road sides shall be seeded or covered with burlap netting to prevent erosion until permanent seeding is done. Silt fencing shall be used as needed.

(23) PARKING: Each home or dwelling shall provide off-road right of way parking for all guest, and shall provide for sufficient off-road parking at the commencement of and during construction of the dwelling on said lots.

(24) VARIANCES: The Developers shall have the right to grant variances or permission to change lot lines and shall further have the right to modify or amend these restrictive covenants until such time as all lots have been sold and houses constructed upon the said lots.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifteen (15) years from and after the date hereof, after which they shall be extended automatically for successive periods of ten (10) years unless an instrument is signed by the majority of the then lot owners and recorded in the Office of the Register of Deeds of Jackson County, North Carolina, agreeing to change the covenants in whole or in part. For the purpose of determining a majority of the lot owners, when one lot is owned by more than one person, firm or corporation, the combined ownership of said lot shall be entitled to one vote only. When one or more persons or entities own more than one lot, they will be entitled to one vote for each lot owned. No amendment shall be permitted which results in a substantial decrease in the value of any lot.

The original developer, for as long as the developer owns twenty percent or more of the lands within Beechwood, retains the right to veto any change to the covenants, in whole or in part, when, in the developers opinion, the change is not beneficial to the development. This retained right of veto is for the original developer only and may not be assigned, sold or transferred to any other person.

Witness my hand and seal this the 15 day of October, 1997.

Jack A. Deitz (Seal)  
JACK A. DEITZ, Developer  
Sue C. Deitz (Seal)  
SUE C. DEITZ, Developer

STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

I, a Notary Public of the County and State aforesaid, certify that Jack A. Deitz and Sue C. Deitz each personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 15 day of October, 1997.

(Seal) Stacy R. France  
Notary Public

My commission expires: 4-25-2000

OFFICIAL SEAL  
North Carolina - Jackson County  
STACY R. FRANCE  
NOTARY PUBLIC  
My Commission Expires April 25, 2000

NORTH CAROLINA  
JACKSON COUNTY  
The foregoing certificate of Stacy R. France a Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office in Book 974 at page 2:17B.  
This 15th of OCTOBER 1997  
Register of Deeds Conrad Burrell by Shandra Sims - Deputy