

COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS,
TERMS, AND CONDITIONS GOVERNING CEDAR CREEK FARMS,
MOUNTAIN TOWNSHIP, JACKSON COUNTY, NORTH CAROLINA

These presents, made and entered into this the 1st day of April, 1978, and placed on the Jackson County records as hereinafter stated, are made for the purpose of governing Cedar Creek Farms so that they shall be an area which shall be suitable and inviting to build and maintain homes thereupon. The terms of this instrument and all parts thereof shall be applicable to such tracts as may in the future be made subject to the terms of this document by record reference hereto or by amendment showing descriptions therein and with particular reference to this instrument.

WHEREAS, for the better governing of the areas which shall be made subject hereto, these restrictions, covenants, easements, reservations, terms and conditions shall become applicable and shall constitute covenants running with the land and are as follows:

1. Tracts shall be used only for residential purposes. No commercial business buildings shall be allowed upon the land. No commercial ventures shall be carried on upon the tract.
2. No trailers, mobile homes, or mobile residences with or without wheels shall be allowed to be placed upon the land without a written permit from Cedar Creek Farms, its successors, or assigns.
3. There shall be allowed only one dwelling per two and $\frac{1}{2}$ acre tract on land subject to these restrictions.
4. No building shall be located on any lot nearer than sixty (60) feet from the center of all streets. No buildings shall be located nearer than twenty (20) feet to any interior lot line. No motorbikes, dune buggies, trail bikes, or other such vehicles shall be allowed on any road, trail, or path in Cedar Creek Farms without written permission from Cedar Creek Farms, its heirs, or assigns.

5. Cedar Creek Farms reserves unto itself, its successors, 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, cables, conduits, sewers, water mains, and other suitable equipment for the transmission and use of electricity, telephone, telegraph, gas, sewer, water, or any other public conveniences or utilities on, in, or over each tract; however, no lot owner subject to these restrictions may grant a right-of-way or easement for any line or cable without the written approval of the Board of Control; further provided that Cedar Creek Farms may cut drainways for surface water whenever such action may appear to Cedar Creek Farms to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and water mains and to maintain reasonable standards of health, safety, and appearance. The rights herein reserved create no obligations on the part of Cedar Creek Farms to do any of the things stated in this paragraph.

6. No tract shall be subdivided, or its boundary lines changed, except with the written consent and approval of the Board; however, Cedar Creek Farms hereby expressly reserves to itself, its successors, and assigns, the right to re-plat any tract covered by these restrictions.

7. In order to prevent needless environmental damage, no trees above five (5) inches in diameter (dbh) will be cut on any tract without the specific written permission of Cedar Creek Farms. Cedar Creek Farms reserves to itself, its successors and

assigns, the right to control absolutely and decide in its sole discretion the cutting of any trees five (5) inches or more in diameter (dbh). The rights herein reserved create no obligation on the part of Cedar Creek Farms to do any of the things stated in this paragraph.

8. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such tract which shall tend to substantially decrease the beauty of the neighborhood, as a whole, or of the specific area.

No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood; there shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or is of such a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. Prior to the occupancy of a residence on a lot, proper and suitable septic tank and water facilities shall be constructed in accordance with the standards of the appropriate public health authority in North Carolina. Cedar Creek Farms has no responsibility to furnish water or sewage disposal facilities.

10. There are existing roadways on the premises described and herein restricted. Cedar Creek Farms accepts no responsibility for maintaining said roadways; however, it does reserve from all conveyances of the land above described, a right of way sixty (60) feet in width. These rights of way may be conveyed to the North Carolina Highway Commission or its successors without the joinder of the property owners. The rights to said roads

may be assigned to any governmental department or to a private non-profit corporation or association for their use as public or private roads; however, Cedar Creek Farms reserves the right to place and maintain gates on any road or roads within the land presently owned by Cedar Creek Farms.

11. Since Cedar Creek Farms accepts no responsibility for maintaining any existing or future roadways, each property owner under these restrictions agrees to pay fifty dollars (\$50.00) each year in maintenance fees for road maintenance. The annual fee is obligatory and shall be a lien on the tract to which these restrictions apply if not paid in the calendar year when due.

12. Violation of any section of these restrictions will entitle Cedar Creek Farms to recover two thousand dollars (\$2,000) in liquidated damages plus reasonable attorney's fees from any violator and thereafter Cedar Creek Farms may pursue the remedies set forth in Section 13.

13. Enforcement of these articles shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Either the present owner, or any successors in title to the present owner, of any of the property affected hereby may institute such proceedings.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time (the end of the twenty-five years) said covenants shall automatically extend for successive periods of ten (10) years; provided, however, that at the commencement of any ten (10) year renewal period or at any other time, any of the

conditions, restrictions and covenants herein contained may be changed or amended in any manner by the mutual consent in writing of Cedar Creek Farms or its successors and assigns, or with fifty-one per cent (51%) of the tract owners hereby restricted.

15. Cedar Creek Farms, its successors, and assigns, shall have the right to amend these covenants and restrictions from time to time, but such amendments, covenants, and restrictions shall not at any time alter the right which shall have already been vested in any person prior to the making of such amendments.

16. In these covenants and restrictions, certain easements and reservations have been made in favor of Cedar Creek Farms. It is not the intention of Cedar Creek Farms in making these reservations and easements to create any positive obligations on the part of Cedar Creek Farms insofar as cutting views of vistas, building or maintaining roads, water systems, sewage systems, furnishing garbage disposals, beginning and prosecuting law suits to enforce these articles, cleaning or policing the areas affected, provide police protection or to remove people, animals, plants, or things that become offensive. Where a positive obligation is not pointed out, none shall be interpreted as existing.

IN TESTIMONY WHEREOF, CEDAR CREEK FARMS has caused these presents to be executed in its name and by its General Partners on this the 1st day of April, 1978.

CEDAR CREEK FARMS

By: Richard D. Daniel (SEAL)
General Partner

STATE OF NORTH CAROLINA
COUNTY OF

I, Leety L. Cohen, a Notary Public of said County, do hereby certify that Richard D. Daniel, General Partner of Cedar Creek Farms, personally appeared before me this day and acknowledged the execution of the foregoing document.

Witness my hand and notarial seal, this 31 day of March, 1980.
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 9 1982
BONDED THRU GENERAL INS. UNDERWRITERS

Leety L. Cohen
Notary Public