

*Dellwood Forest
Subdivision*

DELLWOOD FOREST SUBDIVISION

Section -A- Lots 1 thru 62

COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that IVY HILL PROPERTIES, INC. is now the owner of the following described building sites located in a subdivision known as DELLWOOD FOREST SUBDIVISION in accordance with plat thereof prepared by James T. Herron and Associates, as drawn by James M. Deltz, and recorded in the Office of the Register of Deeds of Haywood County, North Carolina, in Plat Book "L", page 29, said property having been acquired from Helen Burgin, widow, July 25, 1973, of record in Deed Book 262, page 695, Haywood County Registry. Section -A- Lots 1 thru 62 appears of record in Plat Book "L", page 29, Haywood County Registry. The restrictions contained herein shall apply to all lots contained in the recorded plat, including those lots not offered for sale at this time pursuant to this common promotional plan.

That said Ivy Hill Properties, Inc., are developing said building sites and are desirous of placing covenants and restrictions with respect to all of them, said covenants and restrictions to run with the title of all of said building sites.

NOW, THEREFORE, and in considerations of the premises and for other good and valuable considerations, the said IVY HILL PROPERTIES, INC., (hereinafter referred to as Developers), for themselves, their successors and assigns, restrict the use as hereinafter provided for each and every of the aforementioned building sites and do hereby place upon said building sites certain covenants and restrictions to run with the title thereto as follows:

ARTICLE I. RESIDENTIAL AREA COVENANTS

A-1-Land Use and Building Type: This property shall be used for residential purposes only. No more than one single family residence with one garage apartment in conjunction therewith or one duplex shall be erected or permitted to remain on any one lot as now platted. Said building shall not exceed two

stories in height (exclusive of basement) and a private garage for not more than two cars.

A-2-Dwelling Size and Cost: No building shall be erected on this property with an enclosed floor space of less than 800 square feet exclusive of carports, patios, terraces and gazebos.

A-3-Building Location: No building shall be located on any lot nearer than 15 feet from any lot line or street or road right of way line.

A-4-Completion of Dwellings: The exterior of all dwellings must be completed within one year after the construction of same shall have commenced.

A-5-Temporary Structures, etc.: No tent, trailer, mobile home, barn, outside toilet or building other than a dwelling and garage therefor shall be allowed on any building lot, provided that a travel trailer or recreational vehicle may be permitted at any time, provided it shall not be used as a permanent dwelling.

A-6-Easements: Developers reserve unto themselves, their successors and assigns, a perpetual right for easement over and across the property to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, storm sewers, water mains, or any other public utilities on, in or over 10 feet along the rear of the property and in or over 5 feet along each side thereof.

The property is subject to an easement for a street or road right of way for the road now running through the property 30 feet in width measured 15 feet each side of the center of said road, 15 feet of said easement being on each lot adjoining any street or road in the subdivision.

A-7-Fuel Tanks and Exposed Blocks: No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the dwelling, garage or buried underground. No

concrete blocks shall be exposed on the building or on any retaining wall.

A-8-Parking: The owners of the property herein conveyed shall provide space for parking two automobiles off the streets or roads abutting the property prior to the occupancy of any dwelling constructed thereon.

A-9-Premises: The premises shall be kept free of all garbage and trash.

A-10-Activity on Premises: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy enjoyment of other property in the neighborhood by the owners thereof.

A-11-Signs, etc: No commercial signs except For Rent, For Sale and Property identification signs shall be erected or maintained on any lot. Permitted signs shall not exceed a combined total of more than 3 square feet.

A-12-Kennels, etc.: No commercial kennels, commercial stables or unlicensed motor vehicles shall be permitted on the premises.

A-12-Property Owner's Association: It is agreed that as soon as sufficient number of lots have been sold in this development a property owner's association to be known as the "Dellwood Forest Subdivision Association" shall be formed with one membership for each lot owner and that this association shall establish reasonable annual assessment charges for road maintenance. The decision of the property owner's association with regard to assessment charges for road maintenance shall be enforceable against each lot owner on a prorata basis as by law provided.

A-13-Streams and Springs: The natural course of any spring or stream shall not be altered so as to affect the natural flow of said spring or stream across any other lot.

ARTICLE II. GENERAL PROVISIONS

B-1-Term: 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 years from the 1st day of January, 1974, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of other lots which are subsequently made subject to these restrictions has been recorded, agreeing to change said covenants in whole or in part.

B-2-Enforcement: The enforcement 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.

B-3-Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

B-4-Replatting: (Owner's Rights) The Developers or subsequent purchasers of lots within this subdivision may re-subdivide or re-plat any building site or sites shown on said plat in any way they see fit, provided that no residence shall be erected upon or allowed to occupy any such re-platted or re-subdivided building site or sites or a fractional part or parts thereof, if such re-plat or re-subdivided building site or sites or fractional part or parts thereof have an area of less than the smallest building site now shown on said plat and the restrictions herein contained, in case of such re-platting or re-subdividing shall apply to each building site as so re-platted or re-subdivided.

B-5-Developer's Rights: The developers may include in any contract or deed or other instrument hereinafter made any additional covenants or restrictions which do not lower the standard of the covenants and restrictions set forth herein.

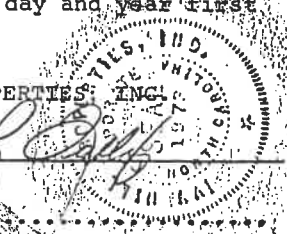
EACH OF THE FOREGOING CERTIFICATES, NAMES OF Vera S. Harnage
A NOTARY OR NOTARIES PUBLIC IS CERTIFIED TO BE CORRECT. FILED FOR
REGISTRATION THIS 28 DAY OF Feb 1974 AT 9:07 O'CLOCK A.M. IN
BOOK 267 PAGE 188
Charles H. Howell
REGISTER OF DEEDS
HAYWOOD COUNTY, Georgia

B-6-Property Owners' Privilege: The covenants and restrictions set forth herein above may be modified, changed or abolished by the affirmative vote of 75% of the owners of lots within the subdivision known as Dellwood Forest, Section "A", Lots 1 thru 62. Each lot shall be considered as a separate owner for voting purposes. If the parties hereto, or either of them, or their respective successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for either other person or persons owning real property within the property described herein to pursue any adequate remedy at law or in equity against the person or persons violating or attempting to violate any such covenant or covenants, either to prevent him or them so doing, or to recover damages for each such violation or attempted violations.

B-7-Developer's Privilege: The easements and rights hereinabove granted and reserved to the Developers shall not pass from said Developers by its deed conveying any of said building sites, but shall exist and continue only in the Developers, or to whom said Developers shall expressly convey said easements and rights.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

ATTEST: H. H. Church Secretary BY: J. P. [Signature] IVY HILL PROPERTIES, INC.



STATE OF ~~NORTH CAROLINA~~ FLORIDA
COUNTY OF ~~HAYWOOD~~ ST. JOHNS

I, VERA S. HARNAGE, a Notary Public, do hereby certify that HAMILTON D. HPCURCH personally appeared before me this and acknowledged that he is Secretary of IVY HILL PROPERTIES, INC., a corporation, and that by authority only given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal.

Witness my hand and Notarial Seal, this the 13th day of February, 1974.

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 30, 1975

Vera S. Harnage
Notary Public