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Book 0711  
Deed Page 0605  
RUTHERFORD COUNTY NC  
05/12/98 3:25 PM  
FAVE H. HUSKEY  
Register of Deeds  
Deputy

STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD

PROTECTIVE COVENANTS  
AND RESTRICTIONS

THAT WHEREAS, O.O.D.& S., A North Carolina General Partnership, have established an overall plan of improvement and development of a subdivision located in High Shoals Township, Rutherford County, North Carolina, a copy of the subdivision plat being recorded in Plat Book 18 Page 34 of the Rutherford County Registry, said plat being entitled *Cliffside Estates/Creekside* and are desirous of placing certain restrictions and limitations upon ownership, use and occupancy of each lot and to insure the improvement, development and maintenance of the subdivision, said owners hereby place the following restrictions, limitations, reservations and servitudes upon the lands which shall run with the title to each of the lots in the subdivision and shall be binding upon each lot and all persons acquiring title to any of said lots from the owners, its grantees, successors or assigns.

NOW THEREFORE, O.O.D.& S., A North Carolina General Partnership, impress the following covenants, restrictions, limitations, reservations and servitudes on each of the lots in the subdivision and upon the ownership, use and occupancy thereof:

1. No lot shall be used except for residential purposes, with the exception that home businesses may be allowed. Examples of such businesses would include, but not be limited to, salons, galleries, instructional businesses, such as piano or art, and professional services.
2. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residential dwelling. Further, utility buildings and workshops are allowed but must be of the style and design of the main dwelling. Also, barns and sheds housing certain livestock may be allowed subject to the provisions set forth herein.
3. All dwellings constructed upon said lots shall have a minimum of 1400 square feet of heated floor space. The square footage shall be exclusive of any garage, carport, breezeway, finished or unfinished basement or other auxiliary structures.
4. Set back lines for the placement of any structures shall be the same as are set forth upon the above referenced recorded plat.
5. There shall be no exposed cement block work on any residence or building located on any lot in the subdivision.
6. No lots shall be resubdivided by any purchaser nor may any lot be used for ingress, egress, or regress to any other property without the express written consent of the developer. However, the developer expressly reserves the right to replat any lots in the development prior to the sale thereof.
7. No lot shall be used or maintained in any unsightly manner or as a dumping ground for

done thereon which may be or become a nuisance to the neighborhood.

9. No mobile homes, either single-wide or double-wide mobile homes, nor any on-frame modular homes shall be allowed upon any lot in the subdivision. Such modular homes shall have a minimum of a 5/12 sloped roof, underpinned with brick, and have porches typical of stick built homes of equal size and style. Further, no mobile home, trailer, tent, garage or other outbuilding shall be utilized upon any lot as a permanent or temporary residence, except for a period of no more than 120 days in the event of an emergency.

10. No junk automobiles, cars stored for repairs or restoration, or any other type of salvage shall be placed on a lot so as to be visible by others. Any motor home, trailer, boat or other type of recreational vehicle, if stored on the premises, must be stored at rear of lot. No vehicles of any type may be parked or placed on or in any dedicated street.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other commonly domesticated household pets may be kept. However, such shall not be maintained for commercial purposes. Livestock, however, may be allowed on the properties if the owner has five or more contiguous acres. Livestock, however, shall not include pigs or swine, which shall not be allowed. In such event, barns and sheds housing such livestock shall be set back from any lot line a minimum of 100 feet and shall conform to other outbuildings as described in Number 2 above.

12. All mining and/or drilling for commercial purposes is prohibited on any lot.

13. These protective covenants and restrictions may be amended, changed, added to or deleted by the developer of this subdivision from time to time.

14. Enforcement of these restrictive covenants 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 recover damages.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other covenants which shall remain in full force and effect.

16. All governmental building codes, health regulations, zoning restrictions and similar applicable regulations shall be observed. In the event of any conflict between any provision of governmental regulation and any provision of this Declaration, the more restrictive provisions shall apply.

17. Term. These covenants and restrictions shall run with the land and shall be binding on all parties claiming under the Declarant for a period of thirty (30) years from the date of recordation, after which time the same shall be automatically extended for consecutive periods of ten (10) years each unless an instrument signed by a majority of the owners of the lots shall be recorded agreeing to change or terminate this Declaration in whole or in part.

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18. Road Maintenance. Pursuant to the provisions of Section 136-102.6 of the North Carolina General Statutes and the Subdivision Regulations of Rutherford County, North Carolina, prospective purchasers of lots and property in the Subdivision of any Phase described or shown on the plat are hereby advised that the roads and streets and the responsibility for the maintenance of said roads and streets rests with the owners of the Lots within the subdivision until such time as the roads are included into the State Highway System for maintenance.

IN WITNESS WHEREOF, the said have hereunto set their hands and seals this the 8<sup>th</sup> day of May, 1998.

O.O.D. & S., A NORTH CAROLINA GENERAL PARTNERSHIP

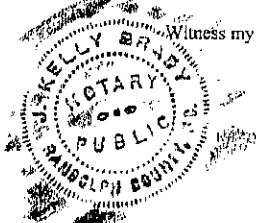
Nathan W. Odom (SEAL) Jack C. Dailey (SEAL)  
Nathan W. Odom, General Partner Jack C. Dailey, General Partner  
David W. Odom (SEAL) Michael Spurlin (SEAL)  
David W. Odom, General Partner Michael Spurlin, General Partner

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, J. Kelly Brady, a Notary Public of said county and state do hereby certify that Jack C. Dailey personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 8<sup>th</sup> day of May, 1998.



J. Kelly Brady  
Notary Public  
My commission expires: 9-31-99

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STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORDTON

I, Doreen C. Hollifield, a Notary Public of said county and state do hereby certify that Nathan W. Odom, David W. Odom and Michael H. Spurlin, General Partners, O.O.D. & S., North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 11<sup>th</sup> day of May, 1998.



Doreen C. Hollifield  
Notary Public Doreen C. Hollifield  
My commission expires: 5/16/00

NORTH CAROLINA, RUTHERFORD COUNTY

THE FOREGOING CERTIFICATE OF J. Kelly Brady and Doreen C. Hollifield

NOTAR(Y) (IES) PUBLIC IS (ARE) 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 THEREOF.

FAYE H. HUSKEY REGISTER OF DEEDS  
BY [Signature]  
~~REGISTER OF DEEDS~~