

Henson Ridge Estates

State of North Carolina
County of Cherokee

Declaration of Restrictions, Limitations and Covenants Running With the Land

Whereas, the holders of the legal title to the below listed subdivision, known as Henson Hills, said tract being more particularly described as follows:

All that tract or parcel of land laying in Land Lots
The District, Section, Cherokee County, North Carolina, containing 19.03
Acres , being lots One (1) through 19 of Henson Hills Subdivision
As shown on a plat of survey by Douglas Porter Owens dated 11/29/04 as
recorded in Plat Book 1066 , Page 753, Cherokee County, North Carolina,
Which description is incorporated herein by reference and made a part hereof.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community,

And thereby to secure each present or future owners, the full benefit and enjoyment of their property. The reservations and restrictive covenants herein after set out are to run with the land and shall be binding upon all parties and persons owning lots in Henson Hills Subdivision or Claiming under them.

If the owners of such lots or any of them , or their heirs, successors or assigns shall violate any of the covenants herein after set out, it shall be lawful for any person owning real property situated in said subdivision to prosecute any proceeding at law or in the equity against any person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in otherwise affect any of the provisions, which shall remain in full force and effect.

These covenants any amendment thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and be binding upon all persons or entities claiming under them.

The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads. The Developer shall maintain all roads until such time as the number of lots sold exceed the number of unsold lots. When lots having been sold exceed the number of unsold lots the owners shall form a Homeowners Association and set the requirements for future road maintenance. Road will be paved when the number of lots sold exceed the number of lots unsold.

The Water system consist of (2) Two wells that will be privately owned by the Homeowners Association. The Association active under pursuant to its by-laws, shall be solely and exclusively responsible for the wells. The Developer shall maintain the main lines of the water system until such time as the number of lots sold exceed the number of unsold lots. When lots having been sold exceed the number of unsold lots the owners shall form a Homeowners Association

1. Land Use. No lot after being conveyed by the developer may be subdivided into lots less than one (1) acre. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such residence. No lot, dwelling or structure shall be used for commercial activity or business with the exception of a private home office.

2. Setbacks. All setbacks are shown on recorded plat of Henson Hills and are to be constructed to be a part of the Restrictions and Covenants, said plat and setbacks are incorporated herein by reference as if fully set forth.

3. Construction. When house construction begins, work must be pursued diligently and exterior must be completed within one (1) year⁵ from start thereof. All homeowners shall be held responsible for the acts of their employees, sub- contractors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder / Owner must ensure that the construction site is kept clean and free of debris and waste materials and those stockpiles or unused materials are kept in a neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained.

4. House Size. All houses shall be constructed with no less than Twelve Hundred (1200) square feet of heated living space on one floor, If more than one (1) floor Eight Hundred square feet on the main floor, exclusive of any carport, garage, basement, deck, patio or porches.

5. Building Materials. Primary residential building material for home construction shall be stone, log or wood material unless approved by the developer in writing. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, manufactured homes, modular homes or relocated homes will be allowed. Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone or siding. Stucco may be used if not visible from subdivision road to cover foundation and retaining walls. All colors of siding, roofing trim, etc. must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but not limited to, white, blue, yellow, etc. may be used. When a natural appearance is desired, all exterior siding and trim must be covered with waterproofing sealant.

6. Roofing and Siding. Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 6/12 pitch with porches a minimum of

4/12 slope. No exposed fasteners shall be permitted on metal roofing; metal roofing must have an ul 90 rating.

7. Drainage: No drainage ditches, cuts, swells, streams, impoundment's, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be to prior site surface drainage so that surface waters will not interfere with surrounding home site and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction.

8. Visual Effects. Only wood fences will be allowed in front and side of residence. In the rear, only wood or chain link fences will be allowed. No farm type wire fences will be allowed. Compressors for central air conditioning unit and play equipment must be located where it will have minimum visual impact on adjacent properties.

9. Utilities. All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight of subdivision roads.

10. Trees and Shrubs. No more than fifty percent (50%) of existing trees over six (6) inches in diameter shall be removed from the property. Any home site, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees and / or mulch. No bare dirt shall be left exposed except during construction.

11. Easements. Developer, for the benefit of developer and developer's successors and assign, reserves the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common road, any utilities line, pipes, conduits, devices, implements or related components, fixtures, apparatus and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and service; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of the developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service.

12. Vehicles. No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area; if they are determined to be a nuisance to the other property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated more than one ton, will not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road. A recreational vehicle or motor home may be used for a period not to exceed three weeks of a given year, if parked at least one hundred feet from all subdivision roads, except during construction of a residence.

13. Signage. No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.

14. Appearance. No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will omit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. Neither wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.

15. Access. No lot shall be accessed other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property without written permission from the developer.

16. Animals. No animals, birds or fowl shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.

17. Lot upkeep. All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.

18. Lighting. There shall be no bright lights on any lot that burns all night. Motion detector lights shall be permitted.

19. Restrictions Time Period. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of Twenty (20) Years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of Two (2) years from the date of the recording hereof upon the records of the Clerk of Cherokee County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be

amended at any time by the written agreement of the owners of at least Seventy - Five (75%) percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without written consent.

North Carolina

County

I, _____, a Notary Public for said County and State,
Do hereby certify that _____ and
_____ Personally appeared before me
This day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____.

(Official Seal)

Notary Public

My Commission expires _____, 20____.