

0342 0146

(035000)

NORTH CAROLINA

WILKES COUNTY

DECLARATION OF RESTRICTIVE COVENANTS FOR CARTER MOUNTAIN

REGISTERED TO: JAM

KNOW ALL MEN BY THESE PRESENTS that whereas FALL CREEK LAND COMPANY, INC (hereinafter the "Declarant") is the owner of all of the lots in the development known as CARTER MOUNTAIN (hereinafter the "Development"), a map of which is recorded in Plat Book 9 Page 403, Wilkes County Registry, and whereas the Declarant desires to impose certain restrictions and conditions upon the present and future owners of said lots.

NOW, THEREFORE, FALL CREEK LAND COMPANY, INC., the Declarant, does hereby covenant and agree, for itself and it's heirs and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions to be appurtenant to and to run with all of the lots in said Development, by whomsoever owned.

1. USE OF LOTS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot, however, any such guest cottage shall not be used as a permanent residence or for commercial purposes.

2. SUBDIVISION OF LOTS: Any lot may be subdivided only to the extent that no lot shall be subdivided in a manner as to create any new lot smaller 10 acres in size, however, this subdivision restriction shall not apply to the Declarant, who may subdivide any tract without limitation as to the size of any newly subdivided lot.

3. DWELLING RESTRICTIONS: Any dwelling house built in this Development shall be new, stick-built construction, constructed on the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic, and electrical work. Single-wide mobile homes, double-wide mobile homes, and manufactured homes are specifically prohibited.

4. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, horses, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.

5. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for refuse or rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. **PARKING** The parking of wrecked, junked, disabled or otherwise unregistered or unlicensed vehicles for more than twenty-four (24) hours shall not be permitted upon any lot or upon the roadway in front of any lot. No discarded tires, automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

7. **TEMPORARY STRUCTURES** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. **OWNERS ASSOCIATION AND ROAD MAINTENANCE** Each lot owner(s), by acceptance of a deed, shall be a member of the Walnut Grove Owners Association and shall be subject to the terms, conditions and benefits, including the road maintenance provisions of the Association as set forth in the Walnut Grove Owners Association Declaration of Covenants, Conditions and Restrictions as recorded in Book 809, Page 695, Wilkes County Registry.

9. **ENFORCEMENT** Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. The Declarant and/or any subsequent purchaser of a lot in the Development shall have standing to enforce the terms of the Restrictions pursuant to any remedies that may be available at law or in equity.

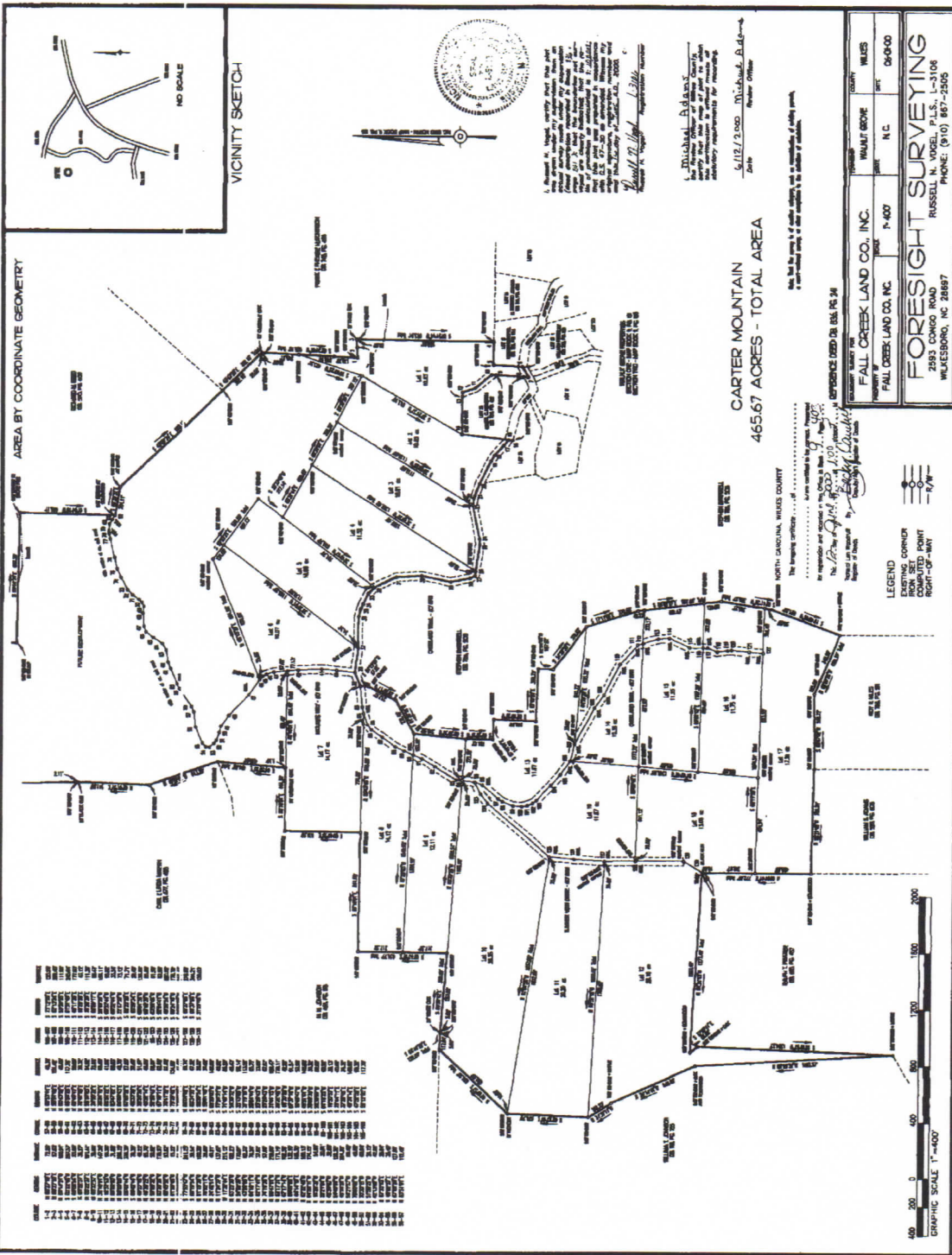
10. **RIGHT OF MODIFICATION** The Declarant has developed this subdivision pursuant to a general plan or scheme of development, and does not intend to abandon this general plan. However, the Declarant reserves the right to cancel, modify or change any of the above restrictions by the written consent of the Declarant which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds, of Wilkes County, North Carolina, and which consent may be given or withheld within the controlled and sole discretion of the Declarant as the Declarant may deem best for the general plan or scheme of development.

11. **APPLICABLE PERIOD** The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 13 herein, for thirty (30) years from the above date, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years unless by a vote of a majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

12. **INTERPRETATION** No captions or titles in this Declaration of Restrictive Covenants and Road Maintenance Provisions shall be considered in the interpretation of any of the provisions hereof.

13. **CONFLICT** In case of conflict between any of the foregoing provisions and any Zoning Ordinances (or exceptions thereto which may lawfully be made by the Zoning Board of Adjustment) or laws which may be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control.

9-403



AREA BY COORDINATE GEOMETRY

VICINITY SKETCH



I, Richard Adams, Registered Professional Surveyor, No. 10234, State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same was prepared by me or under my direct supervision and in accordance with the standards and practices of the Surveying and Mapping Division of the Department of Natural Resources, State of North Carolina.

Richard Adams
Registered Professional Surveyor
No. 10234

5/12/2004
DATE

Richard Adams
Registered Professional Surveyor
No. 10234

CARTER MOUNTAIN
465.67 ACRES - TOTAL AREA

Map has been made by means of satellite imagery, with a combination of aerial photography, and a combination of ground control points.

REFERENCE DEED TO BLS, PG 34
No. 127, dated April 2003, 100 pages
Book 100, Page 100

CLIENT FOR	FALL CREEK LAND CO., INC.	COUNTY	WILKES
PROJECT	PHALM GROVE	TOWNSHIP	WILKES
PLAT	P-400	STATE	N.C.
DATE	04-00-00		

FORESIGHT SURVEYING
7865 LONGVIEW DRIVE, SUITE 106
WILKESBORO, NC 28687
PHONE: (810) 867-2505

LEGEND
 --- PLAT CORNER
 --- ROAD SET
 --- RIGHT-OF-WAY
 --- EASEMENT

GRAPHIC SCALE 1"=400'
 0 400 800 1200 1600 2000