

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS  
OF  
THE LEDGES OF HIDDEN HILLS

THIS DECLARATION OF LIMITATIONS, RESTRICTIONS and USES made and entered into this 7th day of December, 1988, by VOGEL DEVELOPMENT CORPORATION, a North Carolina corporation;

W I T N E S S E T H :

WHEREAS, the undersigned, VOGEL DEVELOPMENT CORPORATION, hereinafter called the Developer, is the owner of that certain real property as shown on plats recorded in Slides 515 and 516, Henderson County Registry, entitled THE LEDGES OF HIDDEN HILLS; and

WHEREAS, the said Developer desires to subject all of said property as shown on said plats recorded in Slides 515 and 516, Henderson County Registry, to the following limitations, restrictions and uses, which shall run with the land and be binding not only upon the undersigned Developer, but upon all of their successors and assigns;

NOW, THEREFORE, the said Developer does hereby make the following declarations as to limitations, restrictions and uses to which the above-described tract of land known as THE LEDGES OF HIDDEN HILLS shall be subject:

(1). All lots in THE LEDGES OF HIDDEN HILLS shall be used solely for residential purposes, and said lots shall not be used for any business or commercial activity whatsoever. No commercial structure of any type shall be placed upon or constructed in the Subdivision.

(2) No building shall be erected, altered, placed or permitted to remain on any lot other than a one-family dwelling with garage and any outbuilding incidental to residential use. No building shall have exposed cement or cinder block on the exterior; stucco is required.

(3) No residence shall be constructed on any lot of less than twenty thousand (20,000) square feet of land; and no lot shall be divided without the express written permission from the Developer, its agent or assigns.

(4) The livable finished and heated floor area of one-story houses shall not be less than one thousand eight hundred (1,800) square feet. Two-story and split level residences shall not be less than one thousand three hundred (1,300) square feet on the first or main floor of livable heated floor area. Unfinished basements, attic space, other storage space, garages, porches or any area not enclosed by the main structure shall not be considered floor space.

(5) The building line of any dwelling house or the buildings appurtenant thereto constructed on any of the Subdivision lots shall not be less than sixty (60) feet from the center of the street on which the dwelling house fronts, and not less than twenty (20) feet from either side line, not less than twenty-five (25) feet from the rear line, and not less than thirty (30) feet from the street line of a side street if the property is on a corner. Any justifiable exception is at the discretion of the Developer.

In the event property owned by one property owner shall consist of more than one lot, then the lot lines, for the purpose of these restrictions, shall be the outside perimeter of the entire contiguous tract owned by said property owner.

(6) No swimming pool may be erected in front of a residence or closer than fifteen (15) feet from any side lot line, and any swimming pool placed upon any lot or lots in this Subdivision shall be properly fenced in or enclosed in such a manner as not to cause a hazard to this Subdivision.

(7) No building, wall or other improvement shall be erected on any lot of said Subdivision until the plans, specifications, elevations and plot plans of said improvement shall have been approved by the Developer of THE LEDGES OF HIDDEN HILLS. Two sets of plans and specifications covering contemplated construction are to be submitted to the Developer for approval, and no construction work shall be started until the plans and specifications have been approved in writing by said Developer. One set of the approved plans shall be returned to the lot owner, and the other set shall be retained by the Developer to assure compliance with said proposed plans.

(8) No structure of a temporary character, trailer, mobile home, travel trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot as a residence, either temporarily or permanently. Boats, motor homes, travel trailers including camping

travel trailers or portable camping facilities and similar recreational facilities parked or stored on the property on any lot in the Subdivision must not be left visible from the street or adjacent property. Mobile homes are absolutely forbidden to be placed, parked or stored on any lot or lots within the Subdivision. Furthermore, there shall be no trucks or mobile equipment larger than one (1) ton kept on Subdivision lots. No vehicle shall be parked or stored outside unless it is in a drivable condition and regularly used.

(9) All outside construction work, grading, and clean-up of unused material shall be completed within a period of one (1) year from the date of commencement of construction.

(10) Side entry garages are encouraged. All residences shall have connecting garages with a minimum total overall garage door width of sixteen (16) feet. No open carports are permitted.

(11) All driveways shall have culverts at the intersection to streets and shall be installed to the specifications of the North Carolina Department of Transportation and to the grade of the drainage ditch. Driveways shall be either black top or concrete and shall be completed at the time of house completion.

(12) All clothes lines shall be to the rear of the dwelling and shall not be visible from the street.

(13) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(14) Roofs shall have a minimum pitch of 5/12.

(15) All dwellings shall face to the street. Any variance due to topography shall be at the discretion of the Developer.

(16) All basketball and similar recreational facilities shall be placed to the rear of the lot. Skateboard ramps and devices of a similar nature shall not be permitted. No tennis court shall be lighted.

(17) No business, noxious or offensive activity shall be carried on upon the property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No billboard, outdoor advertising or other display signs shall be constructed,

erected, used or placed upon the land, except signs relating to the sale of the property which sign shall be of a size and form generally used for such advertising. All builders shall keep the area cleared of trash and debris during construction.

(18) Any fence erected within the front or side yard building setback line shall be of an ornamental nature and shall not be more than three (3) feet in height, excluding the fence posts. Fences shall be approved by the Developer or its successors and assigns.

(19) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

(20) No unsanitary condition prejudicial to the public health shall be permitted. All sewage shall be disposed of by septic tanks, approved by the State Board of Health, until such time as a public sewage system is put into effect and being properly used. No liquid wastes of any description shall be drained, dumped or disposed of in any way into open ditches or watercourses. Trash, garbage or other wastes shall be kept in sanitary containers until disposed of. No lot, or any portion thereof, shall be used or maintained as a dumping ground for rubbish.

(21) No building of any kind or structure shall be moved from any other place onto any of the Subdivision lots or from one lot onto another within the Subdivision

(22) Easements five (5) feet wide are reserved along the side lot lines and ten (10) feet wide along the rear lot line for the installation and maintenance of telephone lines, electric lines and maintenance of telephone lines, electric lines, water lines, gas lines and other public utilities and for drainage facilities. Provided, however, that where two or more adjoining lots are owned by the same person or persons, no such easement shall be reserved along the interior lot lines.

All lots shall be subject to any public utility easements as required or as set forth in the deed, recorded plat, and other instruments or documents of record.

(23) Upon completion of the dwelling the premises must be immediately landscaped.

(24) Any addition or alteration of any kind to be made any structure on the property shall be in general conformity with the original plans and architecture of the original building and shall be approved by the Architectural Review Board.

(25) Television and citizen band antennas shall be installed to the rear of the house. No other antennas, unless of a similar size will be permitted. No antenna shall extend beyond the highest point of the roof, and no antenna shall be installed which shall be visible from the street. Television "satellite dish antennas" and similar antennas shall be installed so that they shall not be visible from any street.

(26) Approval from the Developer or its assigns shall be required to cut any tree on the lot six (6) inches or larger in diameter located outside of the specific house and driveway site.

(27) Each lot owner shall provide sanitary containers for garbage, waste and trash. All garbage receptacles, tools and equipment for use by the lot owner or otherwise shall be placed in a fenced enclosure or in a non visible place so as not to be seen by the adjoining neighbor or from the road.

(28) Each lot owner is responsible for keeping mud and debris cleaned off the road during construction of his residence.

(29) The Developer will provide to each lot owner, at the lot owner's expense, a matching outside light post with light and attached mail box. The light shall be operated by a photo cell so all lights in the subdivision are on at night. An emergency override switch can turn the lights on in a blinking fashion to denote an emergency situation.

(30) All areas indicated as streets on the said plat of TILE LEDGES OF HIDDEN HILLS are hereby dedicated to public use and for such uses forever. The subdivision roads as shown on the plat of THE LEDGES OF HIDDEN HILLS recorded in Slides 515 and 516, Henderson County Registry, are non-

exclusive to said Subdivision, and the Developer, Vogel Development Corporation, hereby reserves to itself, its successors and assigns, the right to use said subdivision roads as a means of ingress, egress and regress from Burge Mountain Road to the other contiguous lands owned now or hereafter acquired by said Developer. The Developer also reserves the right to dedicate the roads as shown on the plats of THE LEDGES OF HIDDEN HILLS to the North Carolina Department of Transportation, and any future grantees of lots in said Subdivision shall take SUBJECT TO this easement to the North Carolina Department of Transportation.

(31) It is understood that these restrictive covenants shall only apply to the Subdivision lots as shown on the plats of THE LEDGES OF HIDDEN HILLS, Slides 515 and 516, Henderson County Registry, and shall not apply to the remainder of the Developer's contiguous property, either expressly or by implication.

(32) These covenants, limitations, restrictions, reservations and uses are to run with the land, to take affect immediately upon recordation in the Henderson County Registry, and shall be binding upon 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 said covenants, limitations, restrictions, reservations and uses shall be automatically extended for successive periods of ten (10) years each unless it is agreed by vote of the majority of the owners of the lots of said THE LEDGES OF HIDDEN HILLS to change the same. Each lot owner may have as may votes as the number of lots owned by said lot owner in this Subdivision.

(33) If any lot owners, or their heirs and assigns, shall violate or attempt to violate any of the limitations, restrictions, reservations, covenants or uses to which these lots may be put, then it shall be lawful for any person or persons or any other parties owning any lot or lots in this Subdivision to prosecute proceedings at law or in equity against the person, persons or parties violating or attempting to violate any such limitations, restrictions, reservations, covenants or uses, or to recover damages or other dues for such violation or any other violations that have or may occur. In the enforcement of any right hereunder, the Developer, the Association or any owner, shall be entitled to recover against the offending owner reasonable attorney's fees, whether suit is brought or not.

(34) Invalidation of any one of these covenants, limitations, restrictions, reservations or uses by judgment or Court order shall not in any way affect any of the other provisions which shall remain in

full force and effect.

- (35) The Developer intends to establish a non-profit corporation known as THE LEDGES OF HIDDEN HILLS HOMEOWNER'S ASSOCIATION, and said Homeowner's Association, upon the recording of its Articles of Incorporation in the office of the Register of Deeds for Henderson County, North Carolina, shall have the right, together with the lot owners of lots within this Subdivision, either acting individually or as a group, to administer and enforce the provisions of this Declaration of Restrictive Covenants as the same now exists or may hereafter from time to time be amended.

The Developer reserves the right to assign to said Homeowner's Association, when formed, any and all of its rights, authorities, and consents granted and/or reserved under the provisions of these Restrictive Covenants or any amendments thereto.

Any authority or consent required by the Developer or the successor Homeowner's Association under these restrictions will be waived if the Developer or the Homeowner's Association is not in existence or fails to respond to a written request within fifteen (15) days of submission of the request to it, provided, however, that all construction on or use of the lots shall conform to and be in harmony with existing structures in the Subdivision.

- (36) It is understood and agreed, and subsequent grantees expressly agree by acceptance of a deed conveying any lot within this Subdivision, that any portion of the restrictive covenants may be released, changed, modified or amended by majority vote of the then property owners within this Subdivision. Each lot owner, including the Developer, Vogel Development Corporation, shall have one vote for each and every lot then owned by that lot owner within this Subdivision. The written and recorded modifications of these restrictions, signed by owners of a majority of the lots in this Subdivision, shall be sufficient to constitute an amendment of these restrictions without notification to any person or persons.

The undersigned Developer does hereby declare that the advantages accruing to its property from the covenants and restrictions hereinabove set forth constitute good and valuable consideration for the execution of this instrument.

IN WITNESS WHEREOF, the undersigned Developer

has caused this instrument to be signed in its corporate name by its President, attested by its secretary, and sealed with its corporate seal, this the day and year first above written.

VOGEL DEVELOPMENT CORPORATION

Edward T. Vogel, President

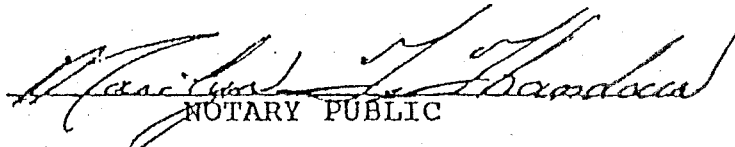
Shelia Guice, Secretary

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, Marilyn G. Ghandour, a Notary Public for said County and State, do hereby certify that

SHELIA GUICE personally came before me this day and acknowledged that she is Secretary of VOGEL DEVELOPMENT ORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name, by its President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and notarial seal, this the 7<sup>th</sup> day, December, 1988.

  
NOTARY PUBLIC

PREPARED BY: DON H. ELKINS, ATTORNEY AT LAW  
Hendersonville, North Carolina