

DECLARATION OF RESTRICTIONS
OF
DEERWOOD PARK

NORTH CAROLINA)
)
ALLEGHANY COUNTY)

MARIO'S DEVELOPMENT CORPORATION, the fee simple owner of the real estate shown on the plat bearing the name of Deerwood Park, recorded in Plat Book 9, Page 70 of the Alleghany County Registry, hereby makes the following declaration of restrictions and limitations for the use and enjoyment of the lots of land, specifying that this Declaration shall constitute covenants to run with the land as provided by law and shall be binding on all parties and persons claiming under us, and shall be for the benefit of and shall be limitations upon all future owners of said land, these Restrictions being established for the purpose of keeping the lots of land shown on said plat desirable, uniform and suitable for residential purposes as herein provided:

These Restrictions are made to insure that in the future, use of the property will be limited to attractive residential purposes; to prevent nuisances; to prevent any impairment of the attractiveness of the property; to maintain the atmosphere of desirability in the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than necessary to insure the same advantage to each of the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted. Reference is made to each paragraph below for more detailed information as to the purpose and scope of the plan for this subdivision.

Specifically, it is declared as follows:

1. **Residences.** No structure, such as trailers (mobile homes, double wide trailers or modular homes), campers, 5th wheel campers, camper trailers, pop-up campers, tents, shacks, "tiny homes," in compliance with these Restrictions herein, garage, barn, basement or other out buildings, any other structure used for human shelter which is designed to be transportable and not attached to the ground, structures as defined in these Restrictions or any other defined vehicles per NCGS 20-4.01, shall be used on any lot, at any time, as a dwelling or temporary living and/or sleeping shelter.
2. **No unsightly vehicles.** All trailers, boats, campers, and similar items, must be stored behind the rear line of the main entrance. All motor vehicles parked on the property, or in the street directly in front of same, must display a current license tag.
3. **Quiet Neighborhoods.** No noxious or offensive activity such as (but not limited to) the playing of loud music or the making of any kind of loud noise, or the repeated congregating of numerous persons at a house or lot, shall be carried on upon the property, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
4. **Clean lots.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No burning of trash, rubbish, garbage or other waste will be permitted, with or without fire permits.
5. **No unsightly storages.** All service utilities, fuel tanks, woodpiles, trash and garbage accumulations are to be enclosed within a fence or wall so as to preclude the same from causing an unsightly view from any street or way within the subdivision, or from any other residence within the subdivision.
6. **Signs.** No sign of any kind shall be displayed to the public view on this property except one professional sign of not more than one square foot, except that one temporary sign of not more than five square feet advertising the property when it is for sale or rent, or signs used by a builder to advertise the property during construction, may be kept on a lot for a reasonable time.

7. **Easements.** The undersigned owner reserves and retains unto itself the right to grant easements as may be required by the North Carolina Department of Transportation or its successor agency for the purpose of constructing and maintaining public roads, and to any utility company or cable television company licensed by the State of North Carolina or a county or municipality for the installation of electric power, telephone, cable television, water and sewer lines, and such easements as may be required for reasonable drainage flowlines on the property. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow drainage in the easements or obstruct or retard the flow of water of drainage canals or ditches within the easements. The easement area of this property and all improvements on it shall be maintained continuously by the owner, except for those improvements for which a public authority or utility is responsible.

8. **Animals and livestock.** No animals, livestock or poultry of any kind shall be raised, bred or kept for commercial purposes. Excessive noise caused by barking dogs or noise made by other animals is prohibited.

9. **Shortcuts.** No lot may be used as a street, lane, way or easement over which access might be obtained to adjacent properties without specific written consent of grantor, its successors or assigns.

10. **Water and sewage.** All wells, toilets and sewage units installed upon said property shall be in accord with the rules and regulations of the North Carolina Department of Health, or its successor agency, and shall be located upon said lands in positions approved of by said Department of Health. No outside toilets will be permitted.

11. **Buildings maintained.** All buildings, structures, appurtenances and grounds shall be maintained in suitable state of repair; and in the event of destruction by fire or other casualty, premises are to be cleared and debris removed within ninety (90) days from date of such casualty. Lots that are not wooded must be kept mown and all vegetation shall be maintained in an attractive condition at all times.

12. **No exposed block.** Walls and fences shall be ornamental in character. No cinder blocks will be exposed above ground level on any dwelling, unless painted or made decorative in character.

13. **Private road maintenance.** All property owners will pay \$300.00 per year per lot, to the undersigned, or to its designees, payable June 1st of each year, for the upkeep of subdivision roads and common areas. The undersigned and any successor landowner's association will have the right to adjust the amount of said payments, based on the actual expenditures for subdivision road maintenance, annually. The right to receive said sum is assignable to a landowner's association which is to be formed at a later date. The amount of any unpaid and delinquent payments will become a lien against the lot, until paid. Maintenance funds will be kept in a separate account and used to maintain subdivision roads in as good and passable condition as reasonably possible, to include repair of damage caused by rain and weather, and graveling and culverting as necessary. All Maintenance of common areas will include the access driveways, grass mowing and trash removal and keeping river access sites free of debris and obstruction. The amount of annual payments may be adjusted to meet actual needs.

14. **Restaurant and motel.** The undersigned Owner reserves and retains unto itself the right to permit the construction of restaurants and motels on any lot or series of lots. Any restaurant or motel must be constructed in tasteful, compatible architecture. Any restaurant or motel permit may include the special right to erect appropriate signs which are compatible with the spirit and intent of these Restrictions.

15. **Architectural Control Committee.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. Approval or disapproval will be based on quality of workmanship and materials, harmony of external design with existing structures, setbacks and location as to topographic and finished grade elevation. No cutting of trees, bulldozing or other significant alterations of any lot shall be done without the approval of the Architectural Control Committee.

a. The Architectural Control Committee is composed of the owners or their designees, and thereafter of persons duly selected by a successor landowner association.

b. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove plans within thirty (30) days after plans and specifications have been submitted to it, approval of such building plans shall be deemed to have been given.

c. The Architectural Control Committee shall have the right to waive violations it determines to be minor and not detrimental to the overall concept of these covenants, and the undersigned reserves the right to release any minor violation occurring while the developer still owns lots within the above described area. A dwelling may be constructed on any one entire lot shown on the recorded plat, so as to best comply with reasonable requirements of the Architectural Control Committee.

d. In order that the subdivision may present an attractive appearance compatible with the mountain environment, and in recognition of the unusual and often unique mountain terrain, houses must be designed and built to fit the particular lot. A minimum of 600 square feet of heated floor space is required, but exact setbacks and landscaping must be tailored to the particular lot. House designs must be architecturally suited and adapted to the mountain environment in color, exterior design, and located to fit the terrain. Tree cutting will be limited to that necessary for construction of houses, and for lawns and vegetable or ornamental gardens, as may be architecturally appropriate.

e. Once started, all construction must be completed within a reasonable time, in any event not less than 18 months from the beginning of construction.

f. The guidance set out in this paragraph is no more detailed than necessary to provide a framework for tastefulness and compatibility with the mountain environment. Lot owners shall be assured that they, their architects and designers will be permitted reasonable discretion in plan and design.

16. **Deerwood Cabins.** Certain land is designated on the plat for Deerwood Cabins. Owner may hereafter designate any lots for Deerwood cabins. Cabins will be constructed and sold by owner, with an undivided interest in the land on which they are located. No owner may subdivide the lots but may convey full interest in a particular cabin together with an undivided interest in the adjacent land, with joint use of driveways, easements, and with obligations for maintenance. A map showing the location of the cabins and designating driveways and other easements, and designating locations for yard and site maintenance will be provided. By their acceptance of an undivided interest in a Deerwood Cabin lot, grantees, their heirs and assigns, shall forfeit the right to partition the lot pursuant to Chapter 46 of the General Statutes of North Carolina, or any successor law.

a. **Exterior Maintenance.** Each owner of a Deerwood Cabin building shall paint, repair, replace, maintain and care for the roofs, gutters, down-spouts, exterior building surfaces, trees, shrubs, walks, grass and other exterior improvements. All

maintenance shall be made and kept up to the standard extant in the community. Each owner of a Deerwood Cabin will pay the undersigned and its successors Homeowners Association a reasonable cost of exterior maintenance which will include, as a minimum, regular grass cutting, shrubbery trimming, and general maintenance necessary to keep the attractive appearance of the building and the yard in at least as attractive an appearance as shall exist in the subdivision and surrounding residential neighborhood, and of like properties in the vicinity in general. No unsightly junk cars, trailers, trash or refuse of any kind shall be permitted on the premises. The yards shall not be used for storage of any kind of materials or goods, except for short periods when necessary to construct and make repairs to buildings on the premises.

b. Use, Alterations and Restrictions. The property may be used for residential purposes and no other. No construction or alteration of the buildings thereon shall be made without the express written permission of the Architectural Control Committee as stated in Paragraph 15 above.

c. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shall be reasonably necessary. No structure, planting or other material shall be permitted to be placed or remained in such a way as to interfere with the installation and maintenance of utilities over, through or under any property, regardless of which property may be served thereby.

17. Common areas. The common areas shown on the plat shall be reserved for the use of all the landowners, for access to their homes, and will be given to the Landowner's Association, for management and upkeep. The Landowner's Association may make rules for the use thereof, but until such time as it organizes itself and acts, no person may use the common areas other than landowners and their guests.

18. Binding effect. 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 thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years unless a statement signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

19. Enforcement shall be by action against any person or persons who is violating or attempting to violate any of these covenants, either to restrain the violations or to recover damages, or both. Any owner may bring an action to enforce any of these covenants, except that arbitration is required between Deerwood Cabins owners; and if such party prevails in the action or arbitration, then such party shall be entitled to recover, in addition to costs and damages allowed by law, such sums as the Court or arbitrator may adjudge to be reasonable, for the services of his attorney. The rights of each owner to enforce these covenants, conditions and restrictions and to contribution from the others under this Article shall be appurtenant to the land and shall pass with the title thereto.

20. Survivability and Arbitration. Invalidation of any one of these covenants or restrictions by any Court shall not affect any other provision hereof, which shall remain in full force and effect. Any Deerwood Cabins owner may enforce these covenants, conditions and restrictions. Any dispute arising under the terms of these declarations among owners of Deerwood Cabins must be arbitrated as provided in the laws of the State of North Carolina at the time of the dispute. Should any Deerwood Cabins owner refuse to act upon the outcome of any decision, award or order of the arbitration, the offended owner may perform the act or carry out the omission, and the cost thereof, together with all costs of the arbitration, shall become a lien against the property of the offending owner.

SIGNED and SEALED, this the 20th day of December, 1995.

MARIO'S DEVELOPMENT CORPORATION
A FLORIDA CORPORATION

By: *Mario Luis Gonzalez*
MARIO LUIS GONZALEZ, PRESIDENT

Mario Gonzalez
MARIO GONZALEZ, SECRETARY
[CORPORATE SEAL]

STATE OF NORTH CAROLINA)
COUNTY OF ALLEGHANY)

I, Judy S. Webb, a Notary Public of the County and State aforesaid, do hereby certify that LUIS MARIO GONZALEZ, personally came before me this day and acknowledged that he is Secretary of MARIO'S DEVELOPMENT CORPORATION, A Florida 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 him as its Secretary.

Witness my hand and official stamp or seal, this 20th day of December, 1995.

(SEAL)

Judy S. Webb
NOTARY PUBLIC

My Commission Expires:

June 24, 1998

JUDY S. WEBB
NOTARY PUBLIC
ALLEGHANY COUNTY, NC
My Commission Expires 06-24-98

NORTH CAROLINA - ALLEGHANY COUNTY
The foregoing certificate(s) of JUDY S. WEBB, NOTARY PUBLIC, ALLEGHANY CO., NC

is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 182 Page 311
This 21st day of DECEMBER, 1995 at 8:00 o'clock A.M.

LIZABETH REEVES ROUPS

Register of Deeds

By: *Lizbeth Reeves Rouns*
Assistant Register of Deeds