

DECLARATION  
OF  
RESTRICTIVE COVENANTS  
OF  
THE RIDGES OF PLEASANT GROVE

WITNESSETH:

WHEREAS, the undersigned, hereinafter called "Developer" (where the designation Developer is used herein, it shall refer to said parties, their heirs, successors and assigns) are the owners of certain real property located in Henderson County, described in the deed to II Brothers, L.L.C., recorded at Plat Slide 6031 in the Henderson County Registry, some of which is to be developed for single-family residential dwellings and

WHEREAS, the said Developer desires, for the use and benefit of itself, its successors and assigns, and for future owners of lots, to provide for the preservation of values, and the desirability and attractiveness of the real property; and, among other things, for the maintenance and operation of the private roads within the development; and

WHEREAS, Developer has deemed it desirable for, among other things, the efficient preservation of the values and the maintenance and operation of the private roads that certain covenants, conditions, easements, assessments, liens, and restrictions governing the use and occupancy of lots in The Ridges of Pleasant Grove subdivision be established and declared to be covenants running with the land; and that an agency be created to which will be delegated the powers and duties of maintaining the roads, common park areas, providing security, enforcing the covenants and restrictions, and collecting and disbursing assessments.

NOW, THEREFORE, in consideration of the premises, Developer, for itself, its successors and assigns, hereby causes to be recorded the attached Declaration of Restrictive Covenants of The Ridges of Pleasant Grove subdivision.

A. RESIDENTIAL AREA CONVENANTS

1. LAND USE: No lot shall be used except for residential purposes. No commercial business of any kind shall be operated on any lot without permission from Developer or Maintenance Committee.

Each lot is a single-family home site, and is not to be further divided by any lot owner other than Developer who retains the right to alter the boundaries of any unsold lots. No lot owner other than Developer shall have the right to construct a road through any lot to connect with lands lying outside The Ridges of Pleasant Grove subdivision, and Developer shall only have the right to construct such a road through a lot or lots or other property owned by Developer.

No lot or parcel, with the exception of those lots or parcels owned by Developer, shall be further divided; however, Developer shall have the absolute right, in Developer's sole combine and divide or redivide or alter any lots or parcels owned by Developer and to place on record plats of any such combined, divided or redivided lots or parcels and to submit or withdraw said lots or parcels from the provisions of these covenants without the consent or joinder of the owners of the other lots and parcels in the Development.

Developer reserves the right to approve all structures and the location of structures on the property.

2. QUALITY OF BUILDINGS AND OTHER STRUCTURES: All buildings, fences, walls and other structures visible from the roads in the subdivision or the public highway shall be harmonious in exterior design, materials, and paint color with the natural environment and improvements existing in The Ridges of Pleasant Grove subdivision. Developer reserves the right to review said colors with the owner prior to its use or at the Developer's discretion. All structures shall be off frame modular homes or conventionally constructed homes. Concrete block foundations shall not be permitted to remain in an exposed state when visible from the

road in the subdivision or the public highway. A stucco finish will be permissible covering on the concrete block. All residences will be required to have a minimum of 1,200 square foot heated area on the first floor with no vinyl or aluminum siding and a minimum roof pitch of 6/12. All materials used in the construction of the dwellings, outbuildings or any other improvements in subdivision shall be new. No used lumber, brick, block, metal roofing, or any other used material will be acceptable. No aluminum or metal prefabricated buildings will be permitted.

No commercial equipment may be kept on any lot including, but not limited to dozers, wreckers, excavators, dump trucks, trailers for transport of heavy equipment, motor graders, and steam drills. A tractor for yard and driveway maintenance will be acceptable but must be stored inside or in an area not visible from any road or subdivision road.

Each property owner may have and store on property one boat and/or RV. RV is not to be occupied while on subdivision property. No buses or panel trucks will be permitted. No dysfunctional vehicles or vehicles undergoing extensive repair or restoration shall be kept except in a private garage.

No brush, stumps or debris of any kind shall be left exposed. All disturbed areas shall be sewn with grass or mulch within 30 days of land disturbing activity.

No dog lots, kennels, or animal pens are permitted. No animals shall be kept on a chain unattended.

3. BUILDING AND PARKING AREA LOCATIONS: No building or parking area shall be located nearer than ten (10) feet from the front nor nearer than ten (10) feet to any side lot line. If a driveway enters the road in the subdivision from a lot, it must have culvert in the ditch approved by the Developer. Installation and maintenance of the culvert shall be the responsibility of the lot owner. Developer retains the right to modify setback if required by the topography of certain lots. No structure shall be located closer than 20 feet from the front line or 15 feet from side or rear lot lines.

4. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. Radios, televisions, and other electronic amplification devices shall not be played at a volume that can be heard by other homes in the subdivision.

5. MANAGEMENT OF REFUSE: No lot shall be used or maintained for a garbage dumping ground for rubbish. No inoperative cars, appliances or other unused equipment shall be kept outdoors on any lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. LIVESTOCK AND OTHER ANIMALS: Except as set forth below, no animals or livestock, other than household pets, may be kept on any lot. No German police dogs, German Shepherds, Doberman Pinschers, Rottweillers, Great Danes, BullMastiffs or Pit Bull Terriers may be kept on any lot, except for a trained Seeing Eye dog. All pets are required to be kept on a leash within the subdivision.

7. SIGNS: No sign shall be displayed on any lot other than one sign not more than five (5) square feet advertising the property for sale or rent and one sign not more than one (1) square foot indicating the name and address of the owner or occupant. No signs of any kind shall be posted at the The Ridges of Pleasant Grove entrance without consent of Developer.

8. SEWAGE DISPOSAL: No sewage system shall be permitted on any lot except such system as is located, constructed and equipped in accordance with the minimum requirements of the State Board of Health.

9. UTILITIES: Developer reserves the right to install utilities within all, road rights-of-way and within the set back areas on each lot.

B. ROAD MAINTENANCE:

1. **ROAD USE:** Developer reserves a right-of-way for road purposes fifty (50) feet in width along all roads shown on the plat of subdivision extending twenty-five (25) feet from each side of the center of said road. Developer also reserves an easement on, over and under the fifty (50) foot wide right-of-way of said roads for the purpose of installing, maintaining and operating utilities thereon or thereunder; for purposes of drainage control; for access to any lot or parcel; and for purposes of maintenance of said road. Parking in said right-of-way shall not be permitted. Said road right-of-way shall be used in common with Developer, its heirs and assigns, and other lot owners.

2. **MAINTENANCE COSTS:** Developer shall contribute the sum of \$150.00 per year for the maintenance of subdivision roads regardless of the total number of lots located in The Ridges of Pleasant Grove subdivision which Developer may own at any given time for a period of five years from date of recording, except that when Developer owns only one lot, Developer shall pay the same as the rest of the lot owners.

With the exception of the annual \$150.00 road maintenance fee which shall be due from Developer during the five (5) year period hereinabove specified, the annual cost of repairing and maintaining subdivision roads shall be paid by an annual fee levied on a prorata basis against the owners of each lot in the subdivision, with the owners of each lot paying one share. The annual road maintenance fee assessed against any lot shall not exceed \$175.00. In the event an individual owns more than one lot, that owner shall be assessed one lot fee for all the lots owned, unless they build more than one residence. If more than one residence is constructed, a maintenance fee shall be assessed for each residence.

3. **TERMS OF DEFAULT:** In the event that in a particular year the owner of any lot located in the subdivision which is subject to the annual road maintenance fee hereinabove provided for does not pay said annual fee within fifty (50) days after said fee has been levied and the owner has been notified in writing of such levy by certified mail, then if not so paid, any such levy shall constitute a lien against that owner's lot from the date of the filing of a certificate of lien against that lot in the office of the register of Deeds for Henderson County, North Carolina. Said Notice of Lien shall be similar in form and recorded in the same manner as liens from the Connestee Falls Property Owners Association and the Knob Creek Property Owners Association. Upon filing the lien, interest shall accrue on it at the maximum legal rate. Such Notice of Lien shall be signed by one of the developers on behalf of Developer. Upon payment of said assessment charge and interest, Developer shall, within a reasonable time, have said lien canceled. All liens provided for herein may be foreclosed by suit by the party filing said lien in like manner as a Deed of Trust, and, in such event, the party filing said lien may be a bidder at a foreclosure sale.

4. **RESPONSIBILITY FOR ROAD MAINTENANCE:** Developer shall levy the annual maintenance fee herein provided for and shall arrange for all necessary road maintenance and repair each year until three (3) lots in the subdivision have been sold by Developer, after which time Developer shall have the right to turn over either or both of said duties to a committee of three lot owners in the subdivision as a group. Said committee shall have the same rights with respect to setting and collecting maintenance fees as Developer. After the initial appointment, said committee shall be elected annually by the lot owners, with each lot having one vote for each committee member.

5. **DRIVEWAY BANKS:** Driveway banks must be graded to a slope of 1.0 to 1.0; be seeded with grass or covered with mulch or rock and utilize galvanized culverts for drainage along the road within 30 days of land disturbing activity. Road bed must be surfaced with gravel, blacktop, or concrete.

The roads in the subdivision may, in the future, be extended to serve other properties owned by Developer. Other property along these roads shall be subject to restrictive covenants similar to these. Developer also reserves the right to add adjacent property to The Ridges of Pleasant Grove subdivision.

The property owners of The Ridges of Pleasant Grove subdivision shall not be responsible for construction and improvement of roads past the boundary of The Ridges of Pleasant Grove subdivision. However, future lot owners of other property along any extension of subdivision roads shall be responsible for paying their prorata share of the maintenance of said

roads. They will also have the same right to vote for and serve on the road maintenance committee as the lot owners of The Ridges of Pleasant Grove subdivision.

C. GENERAL PROVISIONS:

1. TREES: No tree greater than 5 inches in diameter shall be removed within ten (10) feet of roads in the subdivision or the public highway except as needed for driveways, without Developer's consent.

2. TERM: 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 five (5) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for like periods until or unless an instrument signed by a majority of the then owners of the lots (each lot representing one vote) has been recorded, agreeing to diminish or abolish said covenants in whole or in part, provided further that any alteration of the covenants will require written approval from Developer.

3. ENFORCEMENT: These covenants may be enforced by Developer, or by the owners of any lots which are subject to the provisions of these covenants. Enforcement shall be by civil action against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage, or both.

4. SERVERABILITY: Invalidation of any one of these covenants by judgement, consent, or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the 15 day of May, 2006.

II Brothers, L.L.C.

BY

C. Scott Goldsmith,  
Managing Member, II Brothers, LLC

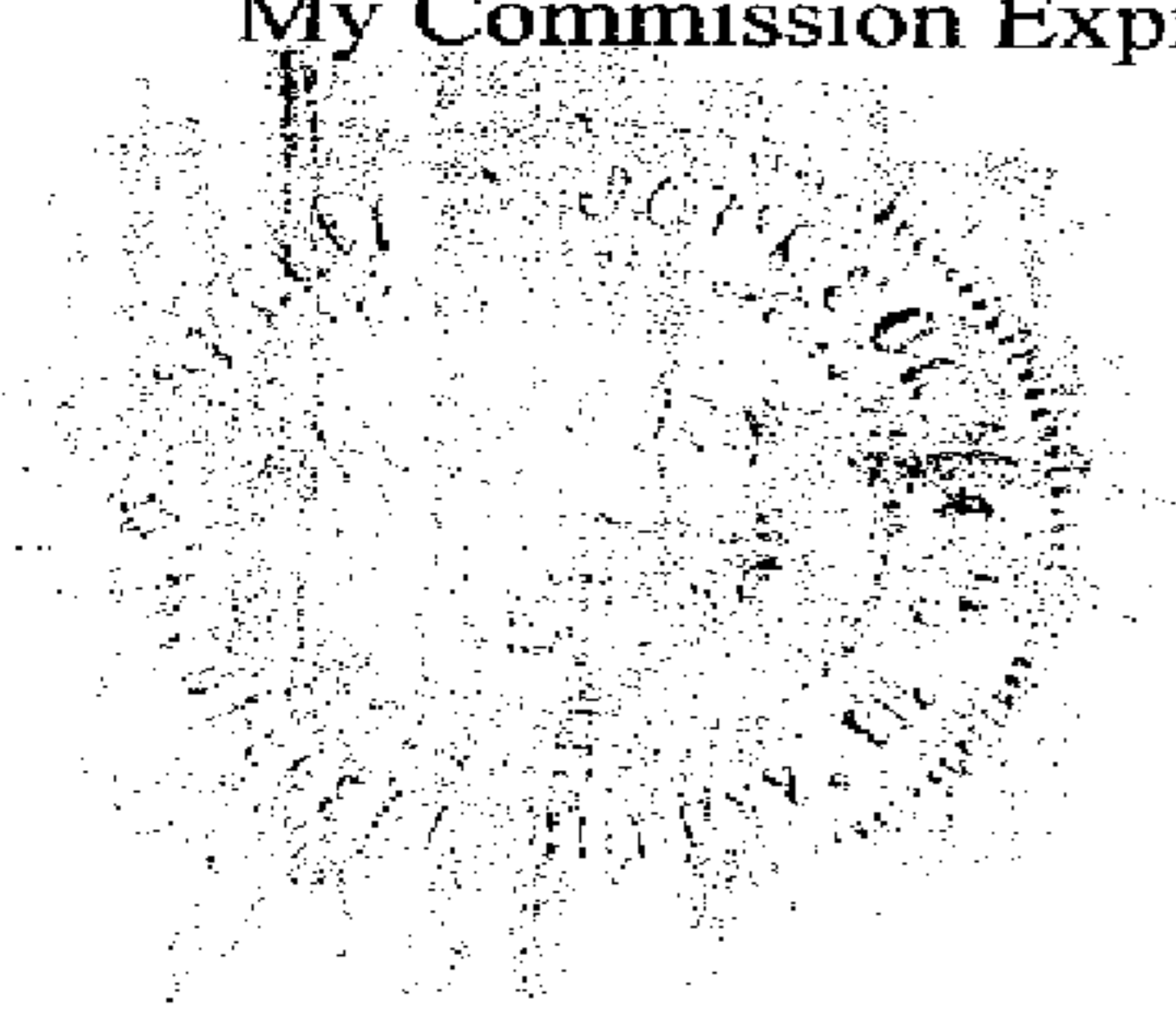
NORTH CAROLINA  
HENDERSON COUNTY

I, Amelia C. Johnson, a Notary Public for said County and State, do hereby certify that C. Scott Goldsmith, Managing Member, II Brothers, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS by hand and official seal, this the 15<sup>th</sup> day of MAY, 2006.

My Commission Expires: July 4, 2007

Amelia C. Johnson  
Notary Public



Filed and recorded in the Register of Deeds Office for Henderson County, N.C. this 15 day of May, 2006 at 9:15 o'clock A.M. in Book 1273 at page 594

Nedaw Mules  
Register of Deeds  
Bryshel Strickland  
deput