

REGISTERED

Jul 15 1992  
STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

NORTH CAROLINA  
JACKSON COUNTY

The foregoing certificate of *Deborah B. Hoffman*  
Public is certified to be correct. This instrument was presented for regis-

tration and recorded in this office in Book *204* at page

This *USA Deed* 1992 *1.05 P. M.*

Registrar of Deeds *Deborah B. Hoffman*

COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND  
CONDITIONS GOVERNING HAPPY NEST COVE, SAVANNAH TOWNSHIP,  
JACKSON COUNTY, NORTH CAROLINA

PART A - PREAMBLE

JACK L. WEBB and wife, MARGARET S. WEBB, being the owners and developers of the land situate and lying in Jackson County, North Carolina, and described as follows:

That certain tract of land described in Exhibit "A" attached hereto, reference to which is hereby made for a more particular description, the same which shall for the purposes of these restrictive covenants be known as HAPPY NEST COVE do hereby by these presents make, declare and impose upon said described land the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land and shall be binding upon the undersigned, their successors and assigns, as well as upon people claiming under them and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof, subject to the provisions contained herein below, to-wit:

PART B - RESIDENTIAL AREA COVENANTS

(1) USE RESTRICTIONS: All lots in HAPPY NEST COVE and all lines enlarged or recreated by the shifting of the location of side property lines must contain no less than seventy five one hundredths of an acre (0.75) and are restricted to the use as residential property and no commercial enterprise shall be conducted on said lands. A construction shed or camper may be placed on a lot and remain there temporarily during the course of active construction of a residence not to exceed one year, otherwise no portable or temporary buildings, or trailers may be placed on a lot except as herein permitted.

This restriction shall not apply to boat trailers, small utility trailers and camper units that are stored on the rear portions of the lots behind wood constructed screening that matches the general decor of the other construction within said development.

(2) SETBACK RESTRICTIONS: Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond setback lines as follows:

- 10 feet from front property road right of way lines;
- 20 feet from all other property lines;

EXCEPTIONS TO SETBACK RESTRICTIONS: Terraces, walls, fences and low platforms or steps may be erected outside of setback lines, except front lines may not have any structure, terrace walls or fences within five feet of the right of way, and further provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining, or facing property.

(3) ROADWAY: Forty Five (45) foot road rights-of-way through said Development is reserved for the use of the developers and lot owners in said Development. No obstruction or fences shall be placed within twenty two and one-half (22-1/2) feet of the centerline of said 45 foot road rights of way. The right of way easement from the center line of Betty's Creek Road (State Road #1307) to the lands described in Exhibit A shall be 30 feet.

Prepared by:  
MAX K. HOLLAND  
ATTORNEY AT LAW  
18 - 21 MILL ST.  
P. O. BOX 1905  
SYLVA, N. C. 28778

(a) Any lot owner prior to the beginning of construction of a home on the lands shall pay to developers, their heirs, assigns, executors or administrators, the sum of \$200.00 as an impact fee and as liquidated damages that may be caused to the roadways by heavy trucks and equipment. The impact fee shall be increased by \$10.00 each year on the anniversary date of this instrument.

(b) In the event any lot owner makes a driveway connection with any road, said owner shall install a culvert of sufficient size (a minimum of 15 inches) in the ditch line along said drive to carry the normal flow of water of the ditch line through said culvert.

(4) GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container; provided, however, that garden trash and rubbish that Jackson County requires to be placed at the front of a lot in order to be collected by the Jackson County garbage licensee, may be placed and kept at the front of the lot, and need not be in any container, for periods not exceeding twenty-four hours. All equipment and containers for the storage or disposal of such material shall be kept in good repair and in a clean and sanitary condition.

(5) LIVESTOCK: No farm animals including, but not limited to, horses, cattle, goats, pigs, chickens, turkeys, mules, etc., shall be permitted. Common outdoor household pets permitted with the number of pets not to exceed two per residence up to a maximum of two. In no event may any breed (ie, pit bull dogs, poisonous reptiles, etc.) of animal or individual animal that may be considered dangerous be permitted on any lot. Any animal boarded for others must comply with restriction and there can be no commercial boarding (no fee can be charged). No owner may allow their animals onto lots owned by others and proper enclosure and/or restraints are to be used at all times.

(6) NUISANCES: No noxious or offensive activity, including but not limited to the keeping of howling or barking dogs, the operation of go carts, dirt bikes, motorcycles and other all terrain vehicles, shall be carried on upon any lot; nor shall anything be done thereon which may become a nuisance to the neighborhood.

(7) OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(8) SEWAGE: Whether or not provision therefor is developer stated in any conveyance of a lot made by the Subdivider, the owner or occupant of each and every lot by acceptance of title thereto or by taking possession thereof covenants and agrees that no septic tanks shall be placed upon his lot unless and until the plans and specifications therefor have been approved by the lawful authorities of the State of North Carolina or Jackson County. Shared septic tanks and/or systems shall be permitted only for use by attached dwellings having a common wall.

Each builder or contractor shall furnish a portable toilet for employees use during the period of construction.

(9) CONSTRUCTION COMMENCEMENT: Owner shall have a period of one year from the date of commencement of construction in which to complete all exterior work required by such construction.

(10) ROAD MAINTENANCE: Road maintenance shall be each property owner's proportionate share of the cost for the above access road to be graded once each spring and once each fall and graveled where needed and ditches shall be cleaned each spring. Once each year both sides of the main access road shall be mowed and have saplings three feet high cut from each shoulder. Proportionate share is deemed as one share for each lot accessed by said road. Any property owner who accesses their property directly off the state maintained road shall be exempt from road maintenance expenses. The supervision of road maintenance shall pass from the developer to a property owners association at the time developer has sold sixty-seven percent (67%) of the original 26 acre tract.

(11) PURPOSES: Said lands and premises shall be used for residential purposes and single family dwellings only, and not for business, manufacturing, commercial or apartment house purpose. The lot owners shall erect or suffer to be erected or maintained on said lands only one residential dwelling per acre.

(12) VEHICLES: There shall be no unlicensed or uninsured vehicles allowed to remain on the premises for longer than thirty (30) days.

(13) OCCUPANCY: No dwelling shall be occupied before completion of the exterior construction, including final painting, unless written approval for such occupancy is first obtained from the Developer.

(14) ADDITIONS: All garages, carports, and any subsequent additions to the dwelling shall be of the same kind and quality of material as the construction of the original dwelling, and the same shall be substantial and conform architecturally with the dwelling.

(15) SUBDIVIDING: The lots in said development may not be divided and/or subdivided by the owners, their heirs, assigns, executors, administrators, and successors, with the exception that in order to secure health permits for a septic system the developers, their heirs, assigns, executors or administrators, may divide or sub-divide a lot as shown on the recorded plat, in order to meet current restrictions for issuance of such permit. In any event there shall be no more than one dwelling constructed on any lot, and each lot shall be restricted to a one single family dwelling house or duplex per one acre.

(16) UTILITIES: There shall be reserved unto the Developers, their heirs and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect maintain and use electric and telephone poles, wires, cable, cable TV, conduits, sewers, underground pipelines, underground conduits, cable and wires, storm sewers, water mains and other suitable equipment for the transmission and use of electricity, telephone, telegraph, cable television, gas, sewer, water or other public conveniences or utilities on, in or over twenty feet inside the outside boundary lines of each lot. All lot lines are to have utility easement of 10 feet on each side. All driveways serving more than a single lot shall have a 20 foot easement.

Storage tanks, such as oil or gas, for household use only, must be placed where they are not in view from any road or driveway.

(17) WATER: Wells, pumps and reservoirs that may be available to a property owner, once they are connected to same, will pay pro-rata share of all operating, maintenance and repair expenses. Failure to pay their share will result in the revocation of said well rights. Each individual property owner will be solely responsible for any water line serving only their property. Unless otherwise specified within individual deeds, a well or water right is to serve only a single residential

dwelling. The maximum number of dwellings permitted to access a well is one for each three gallons per minute flow without a reservoir and one for each one-half gallon per minute flow with an adequate reservoir. In no event may more than ten dwellings be permitted access to any single well and/or reservoir.

(18) **AESTHETICS:** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood, as a whole, or in a specific area.

(19) **SPECIFICATIONS:**

(a) Each dwelling must contain at least 1100 square feet of finished heated living space above grade level and be no higher than two stories above ground level and be placed on a continuous masonry foundation. Unfinished basements, garages, decks, porches, unfinished attics, lofts or outbuildings may not be considered as heated living space.

(b) Construction must be completed within twelve months of footers being dug out. Completion is having a certificate of occupancy issued by the Jackson County Building Department and all construction debris removed and disturbed areas properly seeded. The only out-buildings permitted will be those of permanent construction.

(c) No motor home, recreational vehicle or house trailer such as a "pull trailer", "pop-up Camper" or "Fifth Wheel" may be occupied as a dwelling on any lot at any time. All dwellings must be constructed to the building codes in effect at the time of erection and comply with standards of site built or "Stick Built" dwellings. No single wide mobile home may be placed upon the land. At the discretion of the developers, their heirs, assigns, executors or administrators, double wide mobile homes may be placed upon a designated lot selected by the Developers, their heirs, assigns, executors or administrators, under the following restrictions:

(1) It must be new, built by a licensed mobile home manufacturer, not previously used for any purpose and meet all other restrictions in these covenants.

(2) The towing wheels, axles and hitch must be removed.

(3) It must be placed on a permanent continuous painted or stucco masonry or stone foundation.

(4) It must have a covered front deck or entry way of not less than 10 feet x 20 feet (200 square feet).

(d) Modular and Pre-Fabricated type housing may be permitted when in full compliance with building codes approved for site or stick built houses.

(e) Only natural wood or native rock may be used for post and rails for fencing facing state roads or access roads or any portion of a drive way servicing more than a single lot.

(20) **RUBBISH:** Each lot owner shall be responsible for clearing all rubbish from the lot before, during and after construction, and to seed and/or gravel any disturbed earth within thirty (30) days after the construction of the home is completed. All disturbed slopes, banks, and road sides shall be seeded or covered with burlap netting to prevent erosion until permanent seeding is done.

(21) **DRAINAGE:** No property owner may alter the natural flow of drainage so as to interfere with the previously existing natural flow of water onto any other property unless a lawful and satisfactory written and recorded agreement is entered into by all affected property owners.

(22) **PARKING:** Each home or dwelling unit shall provide

off-street parking for at least two vehicles after completion of construction, and shall provide for sufficient off-street parking at the commencement and during construction of the dwelling on said lots.

(23) RECREATIONAL VEHICLES: Campers, motor homes or boats may be stored on premises but may not be connected to electric, water or septic nor may they be occupied.

(24) If the Grantees, their heirs, assigns, executors or administrators, of any lot in Happy Cove West shall desire to sell their lands in Happy Cove West they shall offer to sell the said land to Developers, their heirs, assigns, executors or administrators, at a price no higher than the lowest price they are willing to accept from any other purchaser, in the following manner. If Grantees, their heirs, assigns, executors and administrators tender in writing to Developers an offer to sell certain lots in Happy Nest Cove at a certain price, Developers shall have ten (10) days within which to accept or reject said offer, and upon the rejection of said offer, Grantees may at any time within the next thirty (30) days next following sell and convey said certain land, at a price not less than the certain price at which the said land was offered to Developers, to any person whose identity as a prospective purchaser was fully disclosed to Developers in the written offer aforementioned. This covenant shall be binding on Grantees, their heirs and assigns for so long as Developers shall live and for twenty (20) years from the date of Developers death, unless sooner rescinded.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten (10) years from and after the date hereof, after which they shall be extended automatically for successive periods of ten (10) years unless an instrument is signed by the majority of the then lot owners and recorded in the Office of the Register of Deeds of Jackson County, North Carolina, agreeing to change the covenants in whole or in part. For the purpose of determining a majority of the lot owners, when one lot is owned by more than one person, firm or corporation, the combined ownership of said lot shall be entitled to one vote only. When one or more persons, firms or corporations own more than one lot, they will be entitled to one vote for each lot owned. No amendment shall be permitted which results in decreasing the value of any lot.

Witness my hand and seal this the 14<sup>th</sup> day of July, 1992.

Jack L. Webb (Seal)  
JACK L. WEBB, Developer

Margaret S. Webb (Seal)  
MARGARET S. WEBB, Developer

STATE OF NORTH CAROLINA  
COUNTY OF JACKSON

I, a Notary Public of the County and State aforesaid, certify that Jack L. Webb and Margaret S. Webb, each personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 14<sup>th</sup> day of July, 1992.

MAX K. HOLLAND  
ATTORNEY AT LAW  
19 - 21 MILL ST.  
P. O. BOX 1908  
SYLVA, N. C. 28776.



Dorothy B. Holland  
Notary Public

My commission expires: 8-15-96

EXHIBIT "A"

BEGINNING at a point in the center of Betty's Creek Road, said point being located N 19-22-08 W 170.17 feet and N 38-06-00 W 32.72 feet from an iron pin set, common corner of Lots 14 and 15 Section B, of "Pleasant Brook", as shown on plat recorded in Cabinet 4, slide 488, in the office of the Register of Deeds for Jackson County, North Carolina; and runs thence with the center of Betty's Creek Road the following courses and distances: N 83-10-20 W 33.71 feet; N 58-05-35 W 179.66 feet; N 64-20-36 W 68.17 feet; N 74-54-04 W 75.08 feet; N 77-43-57 W 137.46 feet; and N 69-29-56 W 25.06 feet to a point, said point being located N 05-09-23 E 30.00 feet from an iron pin set; thence leaving said road and running S 05-09-23 W 2,236.56 feet, passing an iron pin set at 30.00 feet, to an iron pin set in the Quinton Bishop boundary (Book 328 page 300); thence with the Bishop boundary S 88-13-13 E 215.43 feet to an iron pin set, corner of Frankie B. Farmer tract as described by deed recorded in Book 342 page 625, Public Registry of Jackson County; thence with the Farmer boundary and a fence line N 17-15-49 E 274.39 feet to an iron pin set; thence N 28-12-15 E 354.59 feet to an iron pin set; thence N 45-23-34 E 98.37 feet to an iron pin set; thence N 57-46-13 E 273.42 feet to a point; thence N 71-53-25 E 82.95 feet to an iron pin set; thence N 86-02-31 E 197.38 feet to an iron pin set; thence N 50-57-11 E 136.60 feet to an iron pin set; thence N 38-13-32 E 93.41 feet to an iron pin set; thence N 27-34-05 E 77.88 feet to an iron pin set; thence with the boundary of the Pleasant Brook subdivision as shown on plat hereinabove referred to, the following courses and distances: N 31-11-36 W 150.44 feet to an iron pin set; S 82-53-30 W 231.03 feet to an iron pin set; S 03-21-03 E 50.00 feet to an iron pin set; S 85-12-08 W 276.76 feet to an iron pin set; N 17-40-14 W 254.08 feet to a point in the center of a thirty (30) foot access road running through Pleasant Brook Subdivision from the state maintained road to the lands herein described, passing an iron pin set at 234.08 feet; thence N 03-37-31 E 325.03 feet to an iron pin set, passing an iron pin set at 20.00 feet; N 35-30-32 E 259.32 feet to an iron pin set; N 19-22-08 W 170.17 feet to an iron pin set, the northwesternmost corner of Lot #15 of the said Pleasant Brook Subdivision; thence N 38-06-00 W 32.72 feet to the point of the beginning, containing 26.603 acres, more or less as shown on plat prepared by Keith J. Plemmons, RLS, of Western Carolina Land Surveying, dated May 24, 1990, drawing no. 799-2-B.