

NORTH CAROLINA
HENDERSON COUNTY

RESTRICTIVE COVENANTS OF
Hawks Point Subdivision

This Declaration of limitations, restrictions and uses made and entered into this the 5 day of February, 1996, by GARY BARNWELL, hereinafter collectively referred to as the Developer:

W I T N E S S E T H :

WHEREAS, the Developer is the owner of a tract of land shown on a plat by Case and Associates entitled Hawks Point Subdivision and recorded in Plat Slide 1996, in the Office of the Register of Deeds for Henderson County, North Carolina; and,

WHEREAS, the said Developer desires to subject all of said tracts described on said plat 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 the successors in title;

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 Hawks Point shall be subject:

1. No tract shall be used except for residential purposes. No trade, business, commercial, industrial, religious enterprise, undertaking or use shall be permitted. No commercial structure of any type shall be place upon or constructed in the development.

2. No more than one single-family dwelling, not to exceed two stories in height exclusive of basement either finished or unfinished, shall be permitted on any tract. Any house so constructed on any tract shall contain a minimum of 1150 square feet of heated, living space for one story houses and one and a half stories, and a minimum of 1500 square feet of heated, living space for a two story house. Garages, patios, porches and basements shall not be included and apply towards this square footage requirement.

3. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No tract shall be subdivided less than 1 acre.

5. No structure of a temporary character, trailer, mobile home, double wide, travel trailer, basement, tent, shack, garage or other outbuilding shall be used on any tract as a residence permanently. Mobile homes, recreation vehicles of any size or type, boats, boat trailers of any size, motor bikes of any size and/or their trailers, horse trailer, camping travel trailers or

→ Michael M. Thompson

portable camping equipment or any other kind of trailer or camper are absolutely forbidden to be parked, placed or stored on any lot in the development unless within the confines of a garage or basement or behind fences to the end result that it is not visible from the street or from adjoining tracts. No disabled or abandoned vehicles shall be permitted on any lot nor shall major repairs be permitted upon any vehicle parked upon any lot. There shall be no unsightly out buildings or storage buildings.

6. 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 the initial issued building permit. Residential units may not be occupied until the exterior thereof has been completed.

7. All sewage systems shall be connected to septic tanks as required by the Henderson County Health Department provided that at such time as public sewer is available, the systems may connect to the sewer.

8. No chickens or pigs of any sort shall be permitted on any tract of land.

9. No lot shall be used or maintained as a dumping ground or pit for trash or garbage. All such waste shall be kept in sanitary containers until disposed of. All equipment used for the storage of such waste shall be kept in a clean and sanitary condition not visible from the road.

10. All streets and roadways as set forth on the recorded map of the development are to be designated and known as private residential roads to be used only by the persons owning tracts in said subdivision.

11. The owner reserves the right to extend or expand all rights of way to their full legal width as shown on said recorded plat.

12. These covenants, restrictions, limitations, reservations and uses shall run with the land to take effect immediately upon recordation in the Henderson County Registry, and shall be binding on all parties and all persons claiming under the Developer for a period of thirty years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots in the development is recorded, agreeing to change said Covenants in full or in part. Each lot owner may have as many votes as the number of lots owned by said lot owner.

13. It shall be lawful, not only for the undersigned Developer, and their successors and assigns, but also for any present or future owners of any lot or lots coming out of the above described tract, who have derived or who shall hereafter

derive title from or through the undersigned, to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate the foregoing Covenants, or to recover damages or other dues for such violation. Failure to commence an action or proceeding, however, shall not be considered a waiver to prosecute such actions to such violation or any other violations that have or may occur.

14. Hawks Point Drive as shown on that certain plat entitled "Hawks Point" above described from its beginning point on Mtn. View Church Rd. (SR 1120) to the terminus of Call <10> where it intersects Call <11> as shown on said recorded map, shall be maintained in an all weather condition at the expense of the property owners on a pro-rata basis. Said tracts as shown on said recorded map and also the adjoining tract labelled "Future Development" may be subdivided, and if said tracts are subdivided, each owner(s) shall be responsible for road maintenance, one equal share per tract owned or per house if more than one house is constructed on any one tract. To determine the share assessed against the owner(s) of each tract or house constructed, the total maintenance costs or repair costs of said road shall be divided by the greater number of tracts or houses constructed and in existence at the time the maintenance or repair expenditure is incurred. The Developer shall join in as one equal share for as long as he is using the roads shown on the above referred plat to access his adjoining property. This paragraph does not place on any person the obligation to initially pave any right of way. **

15. Invalidation of any one of these Covenants by judgment or court order shall not in any way affect any of the other provisions above set out, which shall remain in full force and effect.

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

IN WITNESS WHEREOF, the undersigned Developer has hereunto set their hands and seals the day and year first above written.

Gary Barnwell

(SEAL)

Gary Barnwell

** Anyone constructing a driveway must install a culvert of at least 12 inches in diameter underneath said driveway where the driveway intersects with the subdivision road. All lot owners must keep culverts clean and free of debris so as not to impede the flow of drainage water.

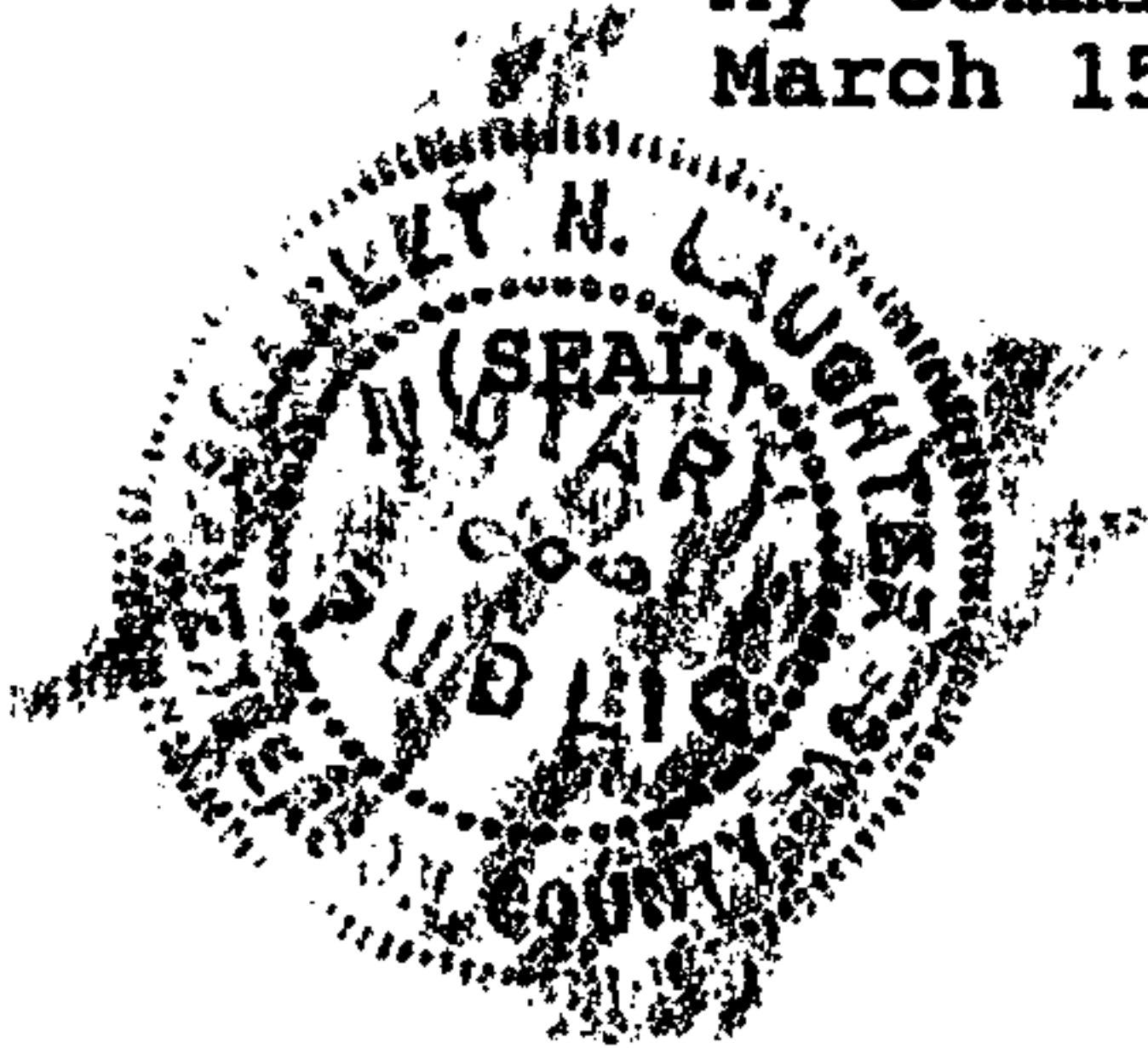
STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Scarlet N. Laughter, a Notary Public of the aforesaid County and State do hereby certify that Gary Barnwell personally appeared before me and acknowledged the execution of the foregoing instrument.

This the 5th day of February, 1996.

Scarlet N. Laughter
Notary Public

My Commission Expires:
March 15, 2000



North Carolina, Henderson County The foregoing certificate(s) of

Scarlet N. Laughter
Notary Public (~~Notary Public~~) is/are certified to be correct. this instrument presented for registration and recorded in this office this 6 day of February, 1996, at 2:05 PM in Book 889, page 357

Jedra Whitlock Moles *Linda Hovey*
Register of Deeds (Deputy)