

Ammend. to Covenants + Restrictions

Dee 563-132

512-55

INDIAN ROCK SPRINGS, INC.

COVENANTS AND RESTRICTIONS

NORTH CAROLINA
CHEROKEE COUNTY

WHEREAS, the undersigned is the owner of a parcel of land containing approximately 485.39 acres lying on the waters of Persimmon Creek in Cherokee County, more particularly described in a deed dated September 10, 1985, from Elva Payne to Indian Rock Springs, Inc. and recorded in Book 506, Page 84, in the office of the Register of Deeds for Cherokee County;

AND WHEREAS, it is the plan of said owner that said lands will be subject to certain Covenants and Restrictions, and that future purchasers from said lands shall enjoy certain rights as hereafter set out;

NOW, THEREFORE, for the protection of the owners, as well as future purchasers of portions of said lands, this declaration and agreement is made:

Each and every conveyance of any portion of said lands shall be subject to conditions, reservations, covenants and agreements which shall run with the lands as follows:

1. A non-exclusive 60' road and utilities easement is reserved on all named roads in the subdivision (30 feet each side of the centerline of all roads as located) for the benefit of grantors, their heirs and assigns, for ingress, egress and regress to all lots in the subdivision and for utilities for the benefit of all lots in subdivision and other lands owned or designated by grantors.

2. By purchase of a lot in the subdivision each purchaser is entitled to a non-exclusive easement from said lot out over subdivision roads for ingress, egress and regress to said lot and for utilities.

3. The purchaser, or purchaser's agent, must make a personal on the lot inspection of tract to be purchased before signing contract.

4. A warranty deed, free of lien, will be delivered to the purchaser at closing.

5. The affairs of the subdivision will be governed by an association of the owners to be known as "Indian Rock Springs Owners Association". Purchase of property shall constitute a membership and the owners of said property shall be entitled to one equal vote in the affairs of the development. All owners are required to be members of the association.

The members of the association shall meet annually on the first Saturday in June at 1:00 P.M. at some place in the subdivision for transaction of association business and for election of officers and a road maintenance committee of three owners. All matters before the association will be determined by vote of a majority of membership represented at each meeting. The maintenance committee as well as a president, a secretary and a treasurer shall be elected annually. Special meetings may be called by the president on at least two weeks notice to all members by first class mail addressed to the last known address of each owner.

6. The roads, to buyers property line will be accessible within one year of the purchase of said property. This will be the responsibility of the developer.

The subdivision roads have not been accepted by the North Carolina Department of Transportation into the public road system. Pending such time when all or a portion of the roads are accepted into the public road system, maintenance will be the sole responsibility of the grantors until 6/1/87, thereafter, property owners will be responsible for maintenance and repairs of completed roads. The maintenance committee elected by the association will be empowered to arrange for such maintenance and repair and to determine fair apportionment of maintenance cost. By purchasing a lot in the subdivision each purchaser agrees to pay a reasonable share of maintenance costs as fixed by the committee.

Owner's membership dues will be collected on June 1st of each year beginning 6/1/87, and will be pro-rated for property owners of less than one year. Distribution of these funds will be determined by the Owners Association with an equal amount to be paid by each member.

Property owners driveways must be constructed and be maintained by the owner to conform to development standards with culverts in ditch lines at least 12 inches in diameter.

7. Water - Individual water systems will be the responsibility of each property owner.

8. Septic must conform to county standards and will be the responsibility of the property owner.

9. Single Family Dwellings - purchasers will construct single family dwellings only, in compliance with the zoning in that area, with a minimum of 800 square feet of living space.

No mobile homes will be installed. Recreation vehicles may not be used as a residence except for vacations and while a dwelling conforming hereto is under construction, not exceeding one year.

10. Non-waivable provision - the purchaser has the right to revoke the sales contract until midnight of the seventh calendar day following the date the purchaser signed the contract. If the purchaser revokes the contract, during this period, they are entitled to a full refund of all money paid.

11. Property Owners - no wild magnolia trees will be cut without permission and no old homesited or designated protected areas will be disturbed; no junk - invalid, unlicensed vehicles are allowed.

Creeks - alterations, disturbance or pollution to creek flow is strictly prohibited. No pollution of springs is allowed.

12. Purchasers who wish to trade their undeveloped property, at a later date, for a different site of equal or higher value, may do so by paying any difference in value, plus closing cost to the corporation.

13. Resale - owners who re-sell their property must notify the new purchaser of the rules and regulations of the development and their obligation to abide by such.

14. All lots are conveyed subject to a blanket easement given by grantors to Blue Ridge Mountain Electric Coop, which easement was required by said Coop as a condition to obtain their agreement to make electricity available to the subdivision.

A main system of electric power will be provided by the developer along main roads—connection to the system to be the responsibility of each purchaser.

15. This instrument may be amended at any time by instrument in writing signed by persons owning a majority of lots in the subdivision. So long as they own a majority of said lots grantors may amend same without joinder of purchasers. Thereafter, determination of a majority shall include lots owned by purchasers. To be effective such amendment shall be signed and acknowledged in the manner required for execution of deeds and recorded in the office of the Register of Deeds for Cherokee County, North Carolina. The signatures of spouses who are not owners will not be required.

IN TESTIMONY WHEREOF, the grantors have hereunto affixed their hands and seal, this 16th of December, 1985.

ATTEST: [Signature]
(Corporate Seal)

INDIAN ROCK SPRINGS, INC.
By [Signature]
President

Beverly Ruble
Secretary-Treasurer

STATE OF North Carolina
COUNTY OF Cherokee

I, a Notary Public of the County and State aforesaid, certify that Beverly Ruble personally came before me this day and acknowledged that s he is Secretary of INDIAN ROCK SPRINGS, INC., 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 Beverly Ruble as its Secretary.

WITNESS my hand and official stamp or seal, this 16th day of December, 1985.

[Signature]

[Signature]
Notary Public

My Commission Expires:
12-21-88

STATE OF North Carolina
COUNTY OF Cherokee

Each of the foregoing certificates, namely of _____ a Notary or Notaries Public of the State and County designated, each duly attested by Notarial Seal, is certified to be correct.

This _____ day of _____, A.D. 19_____.

Register of Deeds, Cherokee County, N.C.

By: _____
Assistant/Deputy

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE
I, [Signature]
Notary Public of the County and State
do hereby certify that the foregoing certificate, or certificates, namely
_____ a Notary or Notaries Public of the County and State
designated, each duly attested by Notarial Seal, is certified
to be correct and true for value.
This 16 day of Dec, 1985, at 512
SS 1112 Cherokee P.M.
[Signature]

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

AMMENDMENT TO COVENANTS AND
RESTRICTIONS

WHEREAS the undersigned are the owners of a parcel of land containing approximately 485.39 acres known as INDIAN ROCK SPRINGS SUBDIVISION, on the waters of Persimmon Creek, in Cherokee County, more particularly described in a deed dated September 10, 1985, from Elva Payne to Indian Rock Springs, Inc. and recorded in Book 506, page 84, Cherokee County Registry.

AND WHEREAS by instrument dated December 16, 1985, Indian Rock Springs, Inc. executed restrictions pertaining to said development which are recorded in Book 512, page 55, Cherokee County Registry;

AND WHEREAS it is the desire of the developer to place certain additional restrictions upon said development as set out herein:

NOW, THEREFORE, for the protection of the owners, as well as future purchasers of portions of said lands, grantor hereby ammends said previous Covenants and Restrictions as follows:

1. No businesses may be carried on upon the development whatever, except small businesses which may be carried out strictly from the home or personal living quarters. Outbuildings are not considered as part of the home. Further, any small businesses must have documented approval of the Corporation before it can be entered into. Specifically it is provided that no recreational or commercial auto, truck or tractor repair business may be carried out upon the property or subdivision.
2. No live poultry, swine, livestocks or fish shall be kept on the property for the purpose of providing ones food source or for selling to someone off the property. Pets such as horses, dogs, cats, caged birds, goldfish or aquarium fish and other household pets are excluded.
3. In the event that for any reason any one or more of the covenants and restrictions of Indian Rock Springs, Inc. shall be construed by judgement or decree of any court of records to be invalid, such action shall in no way affect any other provisions, which shall remain in full force and effect, the developer hereby declaring that said restrictions are not interdependent but severable and any one would have been adopted even without the others.

The grantor is still the owner of a majority of lots in said subdivision and this ammendment is executed pursuant to the authority contained in paragraph fifteen of the original

Covenants and Restrictions. These Covenants and Restrictions as contained in this ammendment are not a substitute for the original Covenants and Restrictions but are in addition thereto.

IN WITNESS WHEREOF, INDIAN ROCK SPRINGS, INC., a corporation, has caused these presents to be executed in its name by its president and attested by its secretary, and its corporate seal to be hereinto attached all by authority of its Board of Directors duly given. This the 4th day of April, 1988

ATTEST: (Corporate Seal)

INDIAN ROCK SPRINGS, INC.

Beverly Ruble
Secretary/Treasurer

Richard T. Harris
President

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

I, a Notary Public of the County and State aforesaid, certify that Beverly Ruble personally came before me this day and acknowledged that she is the secretary of INDIAN ROCK SPRINGS, INC., 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 Richard T. Harris President, sealed with its corporate seal and attested by Beverly Ruble as its Secretary.

WITNESS my hand and official stamp or seal, this the 4th day of April, 1988.

Glenda M. Gardner
Notary Public

My Commission Expires:

6-25-90

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

Each of the foregoing certificates, namely of a Notary Public of the State and County designated, duly attested by Notarial Seal, is certified to be correct.

This day of , 19 .

Register of Deeds,
Cherokee County, NC

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

Each of the foregoing certificate, or certificates, namely of Glenda M. Gardner By: Assistant/Deputy

a Notary or Notaries Public of the County and State designated is certified to be correct and filed for registration on the 5 day of April 1988 in book 563 at page 133 at 10:45 O'Clock 11/11

ANDREW J. CARTER, REGISTER OF DEEDS

BY:
DEPUTY

INDIAN ROCK SPRINGS, INC.
COVENANTS AND RESTRICTIONS

NORTH CAROLINA

CHEROKEE COUNTY

WHEREAS, the undersigned is the owner of a parcel of land containing approximately 485.39 acres lying on the waters of Persimmon Creek, in Hothouse Township, Cherokee County, North Carolina, more particularly described in a deed dated December 10, 1985, from Elva Payne to Indian Rock Springs, Inc.. and recorded in Book 506, page 84, in the office of the Register of Deeds for Cherokee County, to be subdivided under the name of INDIAN ROCK SPRINGS;

WHEREAS, it is the plan of said owner that said lands will be subject to certain Covenants and Restrictions, and that future purchasers from said lands shall enjoy certain rights as hereafter set out;

NOW, THEREFORE, for the protection of the owner, as well as future purchasers of portions of said lands, this declaration and agreement is made:

Each and every conveyance of any portion of said lands shall be subject to conditions, reservations, covenants and agreements which shall run with the lands as follows:

(1) A non-exclusive sixty (60) foot road and utilities easement is reserved on all named roads in the subdivision, (thirty (30) feet each side of the centerline of all roads as located) for the benefit of grantors, their heirs and assigns, for ingress, egress and regress to all lots in the subdivision and for utilities for the benefit of all lots in the subdivision and other lands owned or designated by grantor.

(2) By purchase of a lot in the subdivision each purchaser is entitled to a non-exclusive easement from said lot out over subdivision roads for ingress, egress and regress to said lot and for utilities.

(3) The purchaser, or purchaser's agent, must make a personal on the lot inspection of the tract to be purchased before signing a contract.

(4) A warranty deed, free of lien, will be delivered to the purchaser at closing.

(5) The affairs of the subdivision will be governed by an association of the owners to be known as "Indian Rock Springs Owner's Association". Purchase of property shall constitute a membership and the owners of said property shall be entitled to one equal vote in the affairs of the development. All owners are required to be members of the association.

The members of the association shall meet annually on the first Saturday in June at 1:00 P.M. at some place in the subdivision for transaction of association business and for election of officers and a road maintenance committee of three owners. All matters before the association will be determined by vote of a majority of membership represented at each meeting. The maintenance committee as well as a president, a secretary and a treasurer shall be elected annually. Special meetings may be called by the president on at least two (2) weeks notice to all members by first class mail addressed to the last known address of each owner.

(6) The roads to buyers property line will be accessible within one year of the purchase of said property. This will be the responsibility of the developer.

The subdivision roads have not been accepted by the North Carolina Department of Transportation into the public road system. Pending such time when all or a portion of the roads are accepted into the public road system, maintenance will be the sole responsibility of the grantor until 6/1/87, thereafter, property owners will be responsible for maintenance and repairs of completed roads. The maintenance committee elected by the association will be empowered to arrange for such maintenance and repair and to determine fair apportionment of maintenance cost. By purchasing a lot in the subdivision, each purchaser agrees to pay a reasonable share of maintenance costs as fixed by the committee.

Owner's membership dues will be collected on June 1st of each year beginning 6/1/87 and will be prorated for property owners of less than one year. Distribution of these funds will be determined by the Owner's Association with an equal amount to be paid by each member.

Property owners driveways must be constructed and be maintained by the owner to conform to development standards with culverts in ditch lines at least twelve (12) inches in diameter.

(7) Water - Individual water systems will be the responsibility of each property owner.

(8) Septic systems must conform to county standards and will be the responsibility of the property owner.

(9) Single Family Dwellings - purchasers will construct single family dwellings only, in compliance with the zoning in that area, with a minimum of 800 square feet of living space.

No mobile homes will be installed. Recreation vehicles may not be used as a residence except for vacations and while a dwelling conforming hereto is under construction, not to exceed one year.

(10) Non-waivable provision - the purchaser has the right to revoke the sales contract until midnight of the seventh calendar day following the date the purchaser signed the contract. If the purchaser revokes the contract during this period, they are entitled to a full refund of all money paid.

(11) Property Owners - no wild magnolia trees will be cut without permission and no old homesites or designated protected areas will be disturbed; no junk - invalid, unlicensed vehicles are allowed.

Creeks - alterations, disturbance or pollution to creek flow is strictly prohibited. No pollution of springs is allowed.

(12) Purchasers who wish to trade their undeveloped property, at a later date, for a different site of equal or higher value, may do so by paying any difference in value, plus closing cost to the corporation.

(13) Resale- owners who re-sell their property must notify the new purchaser of the rules and regulations of the development and their obligation to abide by such.

(14) All lots are conveyed subject to a blanket easement given by grantor to Blue Ridge Mountain Electric Coop, which easement was required by said Coop as a condition to obtain their agreement to make electricity available to the subdivision.

A main system of electric power will be provided by the developer along main roads - - connection to the system to be the responsibility of each purchaser.

(15) This instrument may be amended at any time by instrument in writing signed by persons owning a majority of lots in the subdivision. So long as they own a majority of said lots grantors may amend same without joinder of purchasers. Thereafter, determination of a majority shall include lots owned by grantors. To be effective such amendment shall be signed and acknowledged in the manner required for execution of deeds and recorded in the office of the Register of Deeds for Cherokee County, North Carolina. The signatures of spouses who are not named will not be required.

The foregoing Covenants and Restrictions dated December 16, 1985 were recorded in Book 512, page 55, Cherokee County Registry.

AMENDMENTS TO COVENANTS AND RESTRICTIONS:

(1) No businesses may be carried on upon the development whatever, except small businesses which may be carried out strictly from the home or personal living quarters. Outbuildings are not considered as part of the home. Further, any small businesses must have documented approval of the Corporation before it can be entered into. Specifically it is provided that no recreational or commercial auto, truck or tractor repair business may be carried out upon the property or subdivision.

(2) No live poultry, swine, livestock or fish shall be kept on the property for the purpose of providing one's food source or for selling to someone off the property. Pets such as horses, dogs, cats, caged birds, goldfish or aquarium fish and other household pets are excluded.

(3) In the event that for any reason any one or more of the covenants and restrictions of Indian Rock Springs, Inc. shall be construed by judgment or decree of any court of records to be invalid, such action shall in no way affect any other provisions, which shall remain in full force and effect, the developer hereby declaring that said restrictions are not interdependent but severable and any one would have been adopted even without the others.

The foregoing Amendments to the Covenants and Restrictions dated April 4, 1988 were recorded in Book 563, page 132, Cherokee County Registry.

AMENDMENTS TO COVENANTS AND RESTRICTIONS:

Whereas it is the desire of the developer to place certain additional amendments to the Covenants and Restrictions on record for the protection of the owners, as well as future purchasers of portions of said lands, grantor hereby amends said previous Covenants and Restrictions as follows:

(1) Section (9) of the original Covenants and Restrictions is amended to read: Single Family Dwellings: purchaser's will construct single family dwelling only, in compliance with the zoning in that area, with a minimum of 800 square feet of living space.

No mobile homes will be installed. Recreation vehicles may not be used as a residence except while dwelling conforming hereto is under construction, not exceeding one year.

(2) Section (10) of the original Covenants and Restrictions is deleted in its entirety.

The grantor is still the owner of a majority of lots in said subdivision and these amendments are executed pursuant to the authority contained in paragraph fifteen of the original Covenants and Restrictions as contained in these amendments are not a substitute for the original Covenants and Restrictions but are amendments thereto.

IN WITNESS WHEREOF, INDIAN ROCK SPRINGS, INC., a corporation, has caused these presents to be executed in its president and attested by its secretary, and its corporate seal to be hereunto attached all by authority of its Board of Directors duly given. This the 9th day of Oct. 1989

Attest:

INDIAN ROCK SPRINGS, INC.

(Corporate Seal)

Dana L. Heim
Secretary

Richard J. Hawn
President

STATE of NORTH CAROLINA
COUNTY of CHEROKEE

I a Notary Public of the County and State aforesaid, certify that Dana L. Heim personally came before me this day and acknowledged that he/she is the secretary of INDIAN ROCK SPRINGS, INC., 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 official stamp or seal, this the 9th day of OCT., 1989.

Mary Colvin
Notary Public

My Commission Expires:
8/6/91

STATE of NORTH CAROLINA
COUNTY of CHEROKEE

Each of the foregoing certificates, namely of a Notary Public of the State and County designated, duly attested by Notarial Seal, is certified to be correct.

This _____ day of _____ 19____

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

Register of Deeds, Cherokee County, N.C.

Each of the foregoing certificate, or certificates, namely of Mary Colvin a Notary or Notaries Public of the County and State designated is certified to be correct and filed for registration on the 12 day of Oct. 1989 in book 599 at page 55 at 2:39 O'clock P.M.

Assistant/Deputy

ANDREW J. CARTER, REGISTER OF DEEDS

BY: Julie Curtis
DEPUTY