

COVENANTS, RESTRICTIONS, RESERVATIONS, TERMS
AND CONDITIONS GOVERNING
HORSE SHOE RIDGE SUBDIVISION

WHEREAS, the undersigned, being the owner and developer of a certain tract or parcel of land herein described, intends to develop said land; and

WHEREAS, the undersigned has subdivided said land into lots for the purpose of selling same; and

WHEREAS, the undersigned requires that lots in said Horse Shoe Ridge Subdivision be subject to certain covenants, restrictions, easements, reservations, terms and conditions for the protection of both the present owner, his heirs and assigns in interest; and

WHEREAS, the lands to be restricted are that certain tract or parcel of land which is more particularly described in that certain deed as recorded in Deed Book _____ Page _____, Cherokee County, North Carolina Registry; and

NOW, THEREFORE, the undersigned owner and developer of said tract or parcel of land does set forth the covenants, restrictions and reservations as herein set out in consideration of the obligation of said owner and developer to purchasers of said land and as follows:

- (1) No house trailer, motor home, mobile home, camper, tent, or commercial vehicle shall be used for permanent residences on any subdivision lot.
- (2) Old, unlicensed, unused, dismantled, or salvaged motor vehicles or any part thereof shall not be placed upon or left anywhere on the property, subdivision lot, or subdivision roads.
- (3) Old, unusable, or salvaged household appliances, or any parts thereof shall not be placed upon or left anywhere on the property, subdivision lot, or subdivision road.
- (4) No livestock or poultry of any kind shall be raised, bred, or kept on any lots. No animals shall be kept in such manner as to constitute a nuisance.
- (5) All lots are to be used as single family homesites. Homes shall not be less than 1,200 square feet of heated living area. There will be a minimum of 800 square feet on the first floor of each house. The construction of any new home is not to last over a one (1) year period. Each lot in said subdivision shall be used for residential purposes only.
- (6) Each lot owner shall not be allowed to build or plant or maintain a barrier of vegetation or fence to block another lot owner's view or maintain a barrier of vegetation or fence to block another lot owner's view of mountains.
- (7) These restrictive covenants shall not apply to any portion of the described lands to which owner retains title and which it devotes to recreational purposes.
- (8) Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with every conveyance and re-conveyance of any portion of the land referred to herein, and all covenants, conditions and restrictions, shall be subject thereto, and the same shall be binding upon each and every owner, their heirs and assigns, as well as upon any occupant of the same; neither the undersigned nor any party or parties claiming under them shall or will convey, devise or debase any of said lots or any part of the same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same; all as fully as if said conditions, restrictions and covenants were contained in every contract, deed or conveyance of or concerning any part of said land.
- (9) The Developer hereby reserves the right to amend at any time by instrument in writing these covenants and restrictions until such time as he has sold 50% of the total property of Horse Shoe Ridge subdivision.

Schedule "A"

All that certain tract or parcel of land containing 1.97 acres, more or less, designated as Lot 6, Horse Shoe Ridge Subdivision, Beavertown Township, Cherokee County, North Carolina, as is depicted on that plat of survey by Palmer's Surveying, Inc., Felix Edward Palmer, Jr., P.L.S. #L-3949, dated June 9, 2005, and from said plat described as follows:

BEGINNING at an iron rod set in the centerline of a forty five foot (45') right-of-way, twenty two and one-half feet (22-1/2') on each side of the centerline thereof, and running with said road centerline N 34-18 E 148.88 feet and N 36-23 E 215.07 feet; thence leaving said road centerline and running with the line of Lot 19, Horse Shoe Ridge Subdivision, being lands owned now or formerly by Dumont, Deed Book 1076, Page 318, S 53-59-00 E 14.17 feet to an iron rod set, S 53-59-00 E 171.68 feet to an iron rod set, S 53-59-00 E 243.35 feet to an iron rod set near the margin of a twenty foot (20') right-of-way, and S 53-59-00 E 12.82 feet to a point at or near the centerline of said twenty foot (20') right-of-way; thence turning and running with said road centerline, S 30-26-00 W 19.68 feet to an iron pin set; thence leaving said road and running with the line of lands owned now or formerly by Westbrook, Deed Book 913, Page 144, S 88-02-00 W 42.73 feet to an iron rod found, S 88-02-00 W 498.76 feet to an iron rod found and S 88-02 W 17.87 feet to a point in the centerline of the aforementioned forty five foot (45') right-of-way, being the point and place of BEGINNING, containing 1.97 acres, more or less.

ALSO HEREIN CONVEYED is a non-exclusive, perpetual right-of-way and easement for the purposes of ingress, egress, and regress and utilities over and along the existing subdivision access roads to the state maintained road.

The aforesaid easements shall be appurtenant to and shall run with the land, and shall include the right to go upon said land with workmen to improve, repair and maintain said roads, as may be necessary from time to time.

THIS CONVEYANCE IS SUBJECT to those certain Covenants, Restrictions, Reservations, Terms and Conditions Governing Horse Shoe Ridge Subdivision as recorded in Book 1147, Page 127, amended in Book 1157, Page 597, Cherokee County, North Carolina Registry.

Therefore, this instrument and these covenants and restrictions may be amended at any time by instrument in writing, with a requirement of a favorable vote of at least 75% of the current property owners at the time of the vote; said instrument shall not be effective until the same is recorded in the office of the Register of Deeds for Cherokee County, North Carolina.

(10) If the undersigned or any party or parties claiming hereunder shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for the grantor, or other person or persons owning any other tract or tracts in said development, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and either to prevent him or them from so doing, or to recover damages or other due for such violation.

IN TESTIMONY WHEREOF, the Grantor/Developer has hand and his seal, this day of _____, 2004.

SVEN DUMONT (SEAL)

DORIS P. DUMONT (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

I, _____ a notary public for _____ County, North Carolina, do hereby certify that SVEN DUMONT and wife, DORIS P. DUMONT, personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of November, 2004.
My commission expires: _____

Notary Public

Subject **Fw: Lot6, Top Horseshoe Ridge**
From Brian <bscottb2@yahoo.com>
To larryw@brmemc.net <larryw@brmemc.net>
Date 2025-05-14 6:19 am



Blue Ridge Mountain EMC
Broadband Services

----- Forwarded Message -----

From: Brian <bscottb2@yahoo.com>
To: Brian Brenner <bscottb2@yahoo.com>; Brian Brenner <bscottb728@gmail.com>
Sent: Wednesday, May 14, 2025 at 12:48:49 AM EDT
Subject: Lot6, Top Horseshoe Ridge

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE
AMENDMENT TO COVENANTS, RESTRICTIONS, RESERVATIONS, TERMS
AND CONDITIONS GOVERNING
HORSE SHOE RIDGE SUBDIVISION

WHEREAS, the undersigned, are the majority owners of the properties governed by the Covenants, Restrictions, Easements, Reservations, Terms and Conditions governing Horse Shoe Ridge Subdivision as recorded in Deed Book 1147, Page 1127, Cherokee County, North Carolina Registry, reference to which is made hereby for incorporation herein; and

WHEREAS, the undersigned desire to amend and impose additional restrictions upon the lands covered by said instrument;

No vinyl siding shall be used on any of the houses or outbuildings on any of the lots within Horse Shoe Ridge Subdivision;

Each lot owner shall become a member of the Horse Shoe Ridge Homeowners' Association and shall pay to said Homeowners' Association an annual road fee which shall be applied towards the maintenance and upkeep of roads within the subdivision and the access road which provides vehicular ingress, egress and egress from the public road to said subdivision. The amount of the road fee will be determined by the Homeowners' Association and shall be due and payable on the 1st day of January of each calendar year, in advance.

In addition, each lot owner shall pay an annual water fee which shall be applied for the hookup to the community well for the lot located in the subdivision. The amount of the water fee shall be \$180.00 per year and shall be due and payable on the 1st day of January of each calendar year in advance.

The annual fee for the initial year of acquisition of a lot shall be prorated, based upon the number of weeks remaining in said initial year. The Homeowners' Association, from time to time whenever the same is reasonably necessary, shall have the right to increase or decrease said annual fee as determined by a majority of the then lot owners and members of said Homeowners' Association. Each lot within the subdivision shall be subject to a lien in favor of the Homeowners' Association for the annual assessments set forth herein. Each assessment, together with such interest thereon as hereinafter provided, shall be a permanent and continuing lien upon the lot against which it relates, and shall also be the joint and several personal obligation of each property owner and each property owner acquiring or holding an interest in any lot shall thereby covenant to pay such amount as when the same shall become due. If an assessment is not paid in the date when due, as herein above provided, such assessment shall bear interest from the date of delinquency at the rate of 8 % per annum, and the Homeowners' Association may bring legal action against the property owner, personally obligated to pay the same, or foreclosure its lien against the lot to which it relates or pursue either such course at the same time or successively. Each property owner, by his acceptance of a Deed or other conveyance to a lot, vests in the Homeowners' Association the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien on any appropriate proceeding in law or in equity. The Homeowners' Association shall have the power to bid on the lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same. No property owner may be released from any liability for the assessments provided for herein by non-use of the lot. Provided, however, that the lien for the annual assessments authorized herein with respect to any parcel as hereby made subordinate to the lien of any mortgage or its assigns placed upon such parcel if, but only if, all such assessments with respect to such parcel have a due date on or prior to the date such mortgage is filed for record have been paid.