

NORTH CAROLINA, GRAHAM COUNTY

THE FOREGOING CERTIFICATE OF _____

Notary Public _____ *Phyllis B. McCracken* confirmed to be correct

on the 21st day

of August, 2003 at 1:35 o'clock

P.M., and recorded in this office in book 234

page 04
Cavayon C. Stewart
Register of Deeds

RESTRICTIVE COVENANTS FOR WOLF CREEK HEIGHTS SUBDIVISION

WHEREAS the undersigned parties are owners of certain parcels, tracts, or lots in a certain subdivision known as "Wolf Creek Heights"; and,

WHEREAS the said undersigned parties desire that their parcels, tracts, or lots in said subdivision be subject to certain Covenants, Restrictions, Easements, Reservations, Terms and Conditions for the protection of both the present owners, their heirs and/or successors and assigns in interest; and,

WHEREAS the particular parcel, tract, or lot owned by each of the undersigned parties and hereafter subject to the following Covenants, Restrictions, Easements, Reservations, Terms and Conditions is set out in the signature page for that particular party at the end of this document; and,

NOW THEREFORE each of the undersigned parties does hereby subject the parcels, tracts, or lots as herein specified to the following Covenants, Restrictions, Easements, Reservations, Terms and Conditions, the same being hereafter appurtenant to the herein specified real property, binding upon their heirs, successors, and assigns and inuring to the benefit of their heirs, successors and assigns:

1. PROHIBITED ACTIVITIES:

- A. All lots shall be restricted to residential use only. Commercial activity on any lot is expressly prohibited, except, however, any lot that adjoins the state road may be used for commercial purposes. Nothing herein shall prevent the owner of a particular lot from renting out the dwelling located upon said lot, so long as the rental shall be in the discretion of the owner and not under the control of a time sharing or rental pool agreement or other such agreement whereby the owner of said lot shall be required to give up control over the term or any other condition of the rental.
- B. No trash, rubbish, debris, garbage or salvaged materials shall be allowed to accumulate on any lot.
- C. Non-operating, unlicensed, untagged, unused, discarded or salvaged motor vehicle(s) or any part thereof shall not be placed or left anywhere on the property, subdivision lot, or subdivision road.
- D. No unusable or salvaged household appliances or parts thereof, or tires, scrap metal, or salvaged building materials shall be permitted on any lot.

- E. All lots shall be kept in a clean and orderly fashion, including keeping each lot grassed (where appropriate) and landscaped.
- F. No motor home, camper, tent or commercial vehicle(s) shall be used for permanent residences on any subdivision lot. Motor homes and campers may be stored on any subdivision lot after construction is completed as long as said motor home(s) and camper(s) are not used as living quarters or as a residence. Mobile homes and house trailers are expressly prohibited for any purpose.
- G. Any and all residences must have a septic system approved by the Graham County Health Department, and the same must be kept in good working order. Unapproved septic systems, outhouses, etc., are expressly prohibited.
- H. No property owner may pipe or direct a flow of water from their property (drainage or otherwise) onto another property owner's property.

2. SUBDIVISION ROADS:

- A. As used herein, the term "subdivision roads" shall be defined to be any and all existing roads located on the lands herein described and any new roads constructed on the same lands for the purposes of providing ingress, egress, and regress to and from the public road for additional lots or tracts of property subdivided after the execution of this document.
- B. All parties hereto recognize the road right of way easement for the subdivision roads crossing or bordering their lands, and providing access to and from their lands and the public road, the same being reserved and granted by the original developer, Wolf Creek Heights, Inc. The width of this easement shall be as presently exists on the ground, unless a wider easement is designated by the owner of the property over which the easement passes. All lands described herein shall be and are subject to this easement and shall have and do have the benefit of the same.
- C. The subdivision roads shall be maintained by Don Ray Jenkins until such time as the responsibility of maintaining the same shall be turned over to the Wolf Creek Heights Property Owners Association, as further described below.
- D. Any property owner, who cause damage to the subdivision roads, whether said damage is done by them personally or by their agents, guests, or invitees, shall be liable for said damage. It shall be the duty of the particular property owner to repair said damage. If said damage is not repaired by the responsible party, then and in that event, Don Ray Jenkins (or the Wolf Creek Heights Property Owners Association if the same has been formed and responsibility of maintaining the roads has been turned over to it), may repair said damage and bill the responsible property owner. If said bill is not paid by the responsible property owner when due, then Don Ray Jenkins (or the Wolf Creek Property Owners Association) shall have a lien in the amount of such past due bill, including interest at the legal rate, upon the property of such delinquent property owner and shall have the right to place such lien of record on the Public Records of Graham County, North Carolina, and shall have the right to enforce said lien in the manner provided for the enforcement of materialmens liens or in any manner provided by law for the collection of debts of any kind whatsoever.
- E. Neither Don Ray Jenkins (nor the Wolf Creek Property Owners Association) shall be under any responsibility or obligation to maintain any road servicing a tract of property not described herein. However,

nothing herein shall be deemed to be an abandonment of that original reservation of the road right of way easement originally reserved by Wolf Creek Heights, Inc.

3. UTILITY EASEMENT:

All parties hereto recognize the utility easement reserved by the original developer, Wolf Creek Heights, Inc.

4. PRIOR MATTERS IN THE CHAIN OF TITLE:

All tracts of real property described herein are subject to, and retain the rights of, any and all matters presently existing in their chain of title, except, however, those tracts of real property that were originally conveyed from Wolf Creek Heights, Inc. that refer to or were subject to certain restrictions instituted by Wolf Creek Heights, Inc., in which case said restrictions are hereby released and replaced by these restriction, if, and only if, the present owner of said tract joins in the execution of this instrument.

5. WOLF CREEK HEIGHTS PROPERTY OWNERS ASSOCIATION:

- A. Upon action by one-half or more of the parties whose lands are subject to these restrictions and covenants, an Association of Property Owners may be formed and each lot owner agrees that he, his successors or assigns, shall be bound by the by-laws, rules and regulations as duly adopted for and by said association. Each and every lot owner whose real property is subject to these restrictions and covenants shall automatically be members of the Association of Property Owners.
- B. The undersigned Don Ray Jenkins reserves the right, and hereby express his intention, to assign all his rights, responsibilities (if any), and interests as set out by these restrictions and covenants, as well as any ownership interest in any areas deemed "common areas" (if any), to the Association of Property Owners upon the formation of said association.
- C. Each lot is subject to these restrictions and covenants and shall be allotted one vote for purposes of matters that require voting by the property owners.

6. ASSESSMENTS:

- A. Initially, there shall be an assessment of \$100.00 per year, per lot, due and payable to Don Ray Jenkins for the upkeep, maintenance, and repair of the subdivision roads, including all ditching and drainage systems, and any and all common areas or facilities that may exist presently or hereafter. After the formation of an Association of Property Owners this assessment shall be due and payable to said association, upon assignment by Don Ray Jenkins. Any and all assessments collected shall be kept in a separate account and used solely for the upkeep, maintenance, and repair of the subdivision roads, including all ditching and drainage systems, and any and all common areas or facilities that may exist presently or hereafter. Should the Association deem it proper, by a majority vote of its members, this annual assessment may be increased or decreased. Further, should the Association deem it proper, by a majority vote of its members, special assessments may also be charged each lot owner for the improvement of the subdivision roads, including all ditching and drainage systems, and any and all common areas that may be conveyed to the Association. Said special assessments shall be due and payable in an amount and on a periodic basis and date to be determined by the Association.

B. If the above assessments are not paid by the lot owner when due, Don Ray Jenkins (or the Association after assignment) shall have a lien in the amount of such past due assessments, including interest at the legal rate, upon the lot of such delinquent lot owner. Don Ray Jenkins (or the Association after assignment) shall have the right to place such lien of record on the Public Records of Graham County, North Carolina, and shall have the right to enforce said lien in the manner provided for the enforcement of materialmen's lien or in any manner provided by law for the collection of debts of any kind whatsoever.

7. VIOLATION OF RESTRICTIONS:

In the event of a violation or breach of any of these Restrictions by any person or entity claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned and the owners of the lots subject to these restrictions and covenants, or any of them, jointly or severally, including the Property Owners Association, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them.

8. AMENDMENT OF RESTRICTIONS:

Except as set out above, these Covenants, Restrictions, Terms and Conditions may be amended or repealed at any time and new covenants may be adopted by the mutual consent in writing of a majority of the lot owners subject to these restrictions and covenants.

9. DURATION OF RESTRICTIONS:

The foregoing Covenants, Restrictions, Terms and Conditions shall remain in full force and effect until repealed or amended as provided herein.

 CONSENTED AND AGREED TO THIS THE _____ DAY OF _____, 2002, BY ~~DON RAY JENKINS AND WIFE, MARTHA M. JENKINS~~, THEREBY BECOMING AN APPURTENANT TO THE REAL PROPERTY OWNED BY THE SAME, SAID REAL PROPERTY BEING MORE PARTICULARLY KNOWN AS LOT # 1, 3, 5, 6, AND 10, SECTION 1, AND APPROXIMATELY 13.44 UNPLATTED ACRES, AND APPROXIMATELY 10.53 ACRES (LESS EXCEPTION) (BEING SECTION 3) WOLF CREEK HEIGHTS SUBDIVISION, AND BEING DESCRIBED IN THAT DEED RECORDED AT DEED BOOK 184, PAGE 477, AND DEED BOOK 196, PAGE 806, GRAHAM COUNTY REGISTRY, SAID DEED BEING REFERRED TO FOR A MORE ACCURATE AND PARTICULAR DESCRIPTION OF SAID REAL PROPERTY AND SAID DESCRIPTION BEING HEREBY INCORPORATED HEREIN BY REFERENCE AS IF THE SAME WERE SET FORTH IN ITS ENTIRETY.

~~OWNERS OF LOT # 1, 3, 5, 6, AND 10, SECTION 1, AND APPROXIMATELY 13.44 UNPLATTED ACRES, AND APPROXIMATELY 10.53 ACRES (LESS EXCEPTION) (BEING SECTION 3) WOLF CREEK HEIGHTS:~~

~~_____(SEAL) _____(SEAL)
 DON RAY JENKINS MARTHA M. JENKINS~~

~~STATE OF _____
 COUNTY OF _____~~

~~I, _____ a Notary Public for said State and County do hereby certify that _____, personally appeared before me and acknowledged the due execution of the foregoing instrument. WITNESS my hand and Notarial Seal this the _____ day of _____, 2002.~~

~~My Commission Expires: _____
 NOTARY PUBLIC~~

STATE OF _____
COUNTY OF _____

I, _____ a Notary Public for said State
and County do hereby certify that _____,
personally appeared before me and acknowledged the due execution of the
foregoing instrument.
WITNESS my hand and Notarial Seal this the _____ day of _____, 2002.

My Commission Expires: _____
NOTARY PUBLIC

CONSENTED AND AGREED TO THIS THE 22 DAY OF October, 2002,
BY **HASSELL DEEL AND JUDY E. WIMBERLEY**, THEREBY BECOMING AN
APPURTENANT TO THE REAL PROPERTY OWNED BY THE SAME, SAID REAL
PROPERTY BEING MORE PARTICULARLY KNOWN AS **LOT 9, SECTION 1,
WOLF CREEK HEIGHTS**, AND BEING DESCRIBED IN THAT DEED
RECORDED AT **DEED BOOK 205, PAGE 780**, GRAHAM COUNTY REGISTRY,
SAID DEED BEING REFERRED TO FOR A MORE ACCURATE AND
PARTICULAR DESCRIPTION OF SAID REAL PROPERTY AND SAID
DESCRIPTION BEING HEREBY INCORPORATED HEREIN BY REFERENCE AS
IF THE SAME WERE SET FORTH IN ITS ENTIRETY.

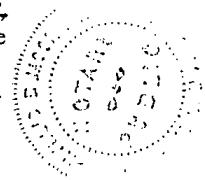
OWNERS OF LOT 9, SECTION 1:

[Signature] (SEAL) Judy E. Wimberley (SEAL)
HASSELL DEEL **JUDY E. WIMBERLEY**

STATE OF North Carolina
COUNTY OF Graham

I, Phyllis B. McCracken a Notary Public for said State
and County do hereby certify that Hassell Deel + Judy E. Wimberley
personally appeared before me and acknowledged the due execution of the
foregoing instrument.
WITNESS my hand and Notarial Seal this the 22nd day of October, 2002.

Phyllis B. McCracken My Commission Expires: 1-23-07
NOTARY PUBLIC



STATE OF NC
COUNTY OF Graham

I, _____ a Notary Public for said State
and County do hereby certify that _____,
personally appeared before me and acknowledged the due execution of the
foregoing instrument.
WITNESS my hand and Notarial Seal this the _____ day of _____, 2002.

My Commission Expires: _____
NOTARY PUBLIC