

State Of North Carolina, County Of Polk

Declaration Of Restrictions And Covenants

THIS RESTRICTIVE AGREEMENT, made and entered into, this the 29th day of December, 1978, by, between and among the undersigned present owners in Gillette Woods Subdivision, hereinafter referred to as Dedicators, and Future Owners of Lots in the Subdivision hereinafter referred to.

Witnesseth:

THAT WHEREAS, Dedicators are the owners together with other owners of lots located in Gillette Woods as shown on map published by Gillette Woods, Inc. dated January, 1962, and incorporating the following sections: Overlook Section, Thousand Pines Section, Piney Ridge Section, Glen Walden Section, Upper Crest Section, and Mountain Park Section; and

WHEREAS, there are in existence present Restrictions covering Gillette Woods which are recorded in Deed Book 76, at Page 171, of the Polk County, N.C. Register's Office; and

WHEREAS, said present Restrictions provide for amendment upon vote of a majority of lot owners; and

WHEREAS, the undersigned together with other lot owners who have signed other like duplicate originals of this Agreement and comprise a majority of lot owners in Gillette Woods; and

WHEREAS, Dedicators desire, for the benefit of Gillette Woods Subdivision and for the benefit of future purchasers and owners of said lots, that said subdivision property shall be used exclusively as hereinafter set forth ;

I. General Purpose Of Covenants

The real property to which this Declaration shall apply is subject to the covenants, restrictions, reservations, servitudes and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof of

lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property and thereby enhance the value of investments made by the purchasers of lots therein.

All uses and requirements shall be approved by any and all appropriate governmental authorities.

II. Definition Of Terms

1. The words "dwelling house", "building" and "outbuilding" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, porches, stoops, porticoes and the like, including any garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structures.
2. The words "lot", and "block" wherever used in this Declaration mean and refer to one of the numbered lots or block of land described on the Plat of Gillette Estates, Inc. In addition, the words "lot" and "block" mean and refer to any lot or number of lots or block of land adjacent to the area known as Gillette Woods, and the above-described sections of Gillette Woods, and which may be made subject to these restrictions and covenants by the affirmative action of the owner of such lot, lots or block of land. The numbers following the words "lot" or "lots" or "block" or "blocks" may refer to any particular lot or lots, block or blocks so numbered on the aforesaid Plats of Gillette Estates, Inc.
3. The words "said Plat" wherever used in this Declaration mean and refer to the property hereinbefore described.
4. The term "setback" wherever used in this Declaration means the distance between dwelling houses or other structures referred to and the street contiguous to the property lot line covered by these restrictions or the side or rear lines of the particular property lot line.
5. The term "street" wherever used in this Declaration means and refers to any street, highway, easement used as a road, or any other thoroughfare in Gillette Woods, whether designated thereon as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk, path, or otherwise.

III. Uses Prohibited And Permitted-Single Family Residence Lots

1. Said property shall not be used nor shall any portion thereof be used for any purpose other than for a single family appropriate for year-round residences.

2. No building other than a detached, single family dwelling house and appurtenant outbuilding, including garages for private use, shall be erected, constructed or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling house or appurtenant outbuilding, including a garage for private use.

3. For the purpose of this Declaration a private garage for the use of the owners or occupants of the lot upon which said garage is erected shall be deemed an outbuilding and may be erected or constructed on such lot. A private garage may be incorporated in and made a part of such dwelling house as is permitted by this Declaration to be erected on the lot. No garage larger than reasonably necessary to accommodate three (3) cars shall be erected, constructed or maintained on said property or any part thereof.

4. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time, but not to exceed one (1) year. No building shall be occupied during construction or until made to comply with all requirements of this Declaration.

5. No outbuilding, garage, shed, tent, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot prior to commencement of the erection of such dwelling house as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes, provided, however, that this paragraph shall not be deemed to prevent the use of a temporary construction shed during the actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workmen to be provided during such construction.

6. No business or professional office of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or "Conducted on said property or any part thereof and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bath, schools, kindergarten or nursery school, sanitarium, asylum or institution and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property or any part thereof, nor

shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, mobile home, tent, shack, garage, motor home, barn or other outbuilding, erected in this tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence .

8. No walls, fences or partitions higher than 4 feet shall be erected closer than 10 feet to any property lot line or any lot covered by these restrictions.

9. No exterior walls of any home, single-family dwelling, outbuilding or appurtenant structure shall be constructed wholly of concrete block, poured concrete or sheet metal. No plywood, which is less than 5/8th inch in thickness, shall be used on any exterior wall. However, nothing contained in this Declaration shall prohibit use of concrete block or poured concrete solely for a foundation, or the use of decorative concrete block used solely for the exterior wall of a garage or carport.

10. No animals shall be kept or maintained on any lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.

11. No boats, junk, or non-operated vehicles, building materials, trailers or motor homes shall be stored temporarily, or permanently, on any lot covered by these restrictions, except for trailers, boats or motor homes stored in enclosures concealing them from public view.

12. Minimum Areas. There shall not be more than one single-family dwelling unit for each acre of land area in such lot or parcel. However, this restriction shall not apply to lots platted and recorded prior to the adoption of these restrictions, nor to the restriction with respect to a 200 foot frontage.

The amount of fully enclosed, heated, floor area devoted to living purposes shall, in each unit, not be less than 1,600 square feet.

13. Setbacks. Setbacks of single-family dwellings, or additions thereto, including , but not limited to garages or screened areas, shall be not less than 30 feet from the property line, contiguous to the street providing ingress or egress to any lot, 20 feet from each property side line and 40 feet from the rear property lot line.

14. No home shall be constructed in the area covered by these restrictions which does not conform in value to the average assessed value of homes already established within a radius of 1000 feet.

15. No owner shall be permitted, or shall have the right, in any one year to remove more than 20 percent of the trees growing upon any lot except to provide a site for the house or private parking space for the owner and guests.

16. No single-family dwelling unit shall be erected on any lot having a frontage of less than 200 feet except for those lots excepted in paragraph 12, Article III entitled Minimum Areas.

17. No single-family building or outbuilding erected, constructed, maintained or modified, shall exceed more than two stories of heated living space in height.

IV. Septic Tank Systems

All Septic Tank Systems must be in conformity with the regulations governing design, construction, installation, cleaning and use of septic tank systems in Rutherford, Polk and McDowell Counties as ordained by the Rutherford-McDowell-Polk District Board of Health .

V. Uses Permitted

No dwelling house shall be erected without providing parking space or spaces enclosed in a dwelling or in an outbuilding sufficient in size to store at least one standard automobile exclusive of a surfaced driveway connecting the parking space with a street and permitting ingress and egress of an automobile.

VI. Streets, Easements, Reservations, Rights Of Way And Additional Restrictions

No title to land in any street is intended to be conveyed or shall be conveyed to the grantee under any deed, or to the purchaser under any contract to purchase, unless expressly so provided in such deed or contract to purchase.

VII. Signs

No commercial signs or other advertising device of any character shall be erected, posted, pasted, displayed or permitted on or about any part of said

property except one sign of not more than 5 square feet in area advertising the property for sale or for rent.

VIII. Scope, Duration Of Covenants, Restrictions, Reservations, Servitudes And Easements

All of the covenants, restrictions, reservations, servitudes and easements set forth in the Declaration are imposed upon said property for the direct benefit thereof, and of the owners thereof, as a part of the general plan of development, improvement and maintenance of said property. Each grantee or purchaser under contract of sale or agreement of purchase accepts same subject to the covenants, restrictions, reservations, servitudes and easements set forth in the Declaration and agrees to be bound thereby. Such covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect until the first day of January, 1981, and shall be continued automatically and without further notice from that time for a period of 2 years and thereafter for successive periods of 2 years each without limitation, unless within six months prior to the expiration of any successive period of 2 years thereafter a majority of the Gillette Woods Association, (Inc.) Board or Executive Committee may recommend modification or change in any or all of the restrictions, reservations, servitudes and easements contained in this Declaration, provided, however, such recommendations must be approved by a majority of the stockholders at an annual or special meeting of the Corporation before taking effect.

IX. Violation Of Covenants, Restrictions, Reservations, Servitudes And Easements

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Gillette Woods Association (Inc.) the right of immediate entry upon the property upon which such violations exist, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration and to the true intent and meaning of the provisions hereof and the Gillette Woods Association (Inc.) shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor shall the Gillette Woods Association (Inc.) thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor shall the Gillette Woods Association (Inc.) be liable for any damages occasioned thereby. The result of every act or of omission or commission or the violation of any covenant, restriction, reservation, servitude and easement, violated in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot and may be

prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, servitudes and easements. The losing party in such litigation shall pay all expense, including a reasonable fee for attorneys incurred by the other party in such legal proceeding: It shall be lawful for any other person or persons owning any real property situated in said subdivision or for the Gillette Woods Association, Inc. to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

X. Right To Enforce

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Gillette Woods Association (Inc.) or by the owner or Owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by the Gillette Woods Association (Inc.) or by the owner or owners of any portion of said property or their legal representatives, heirs, successors and assigns to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall in no event be deemed a waiver of the right to do so thereafter.

XI. Headings Of Paragraphs

The headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are, or are they intended to be, a part of this Declaration or in any way define, limit or describe the scope or intent of that particular section or paragraph to which they refer.

XII. The Various Parts Of This Declaration Are Severable

In the event any clause, subdivision, term, provision or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction, to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision of part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or parts of this Declaration are hereby declared to be severable and independent of each other.