

**DECLARATION OF RESERVATIONS AND PROTECTIVE COVENANTS
GRANT'S MOUNTAIN ESTATES**

THESE COVENANTS REPLACE AND SUPERSEED COVENANTS RECORDED ON OCTOBER
3RD 2002, BOOK 700 PAGE 229

Dated: October 7th 2002
State of North Carolina
County of McDowell

ARTICLE I.

This declaration made this the 7th day of October, 2002, by LANDSTAR DEVELOPMENT, LLC a Tennessee Corporation, hereinafter called Declarant;
WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article II of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors interest of any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article II hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

ARTICLE II.

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in McDowell County, North Carolina, and is more particularly described as follows:

ALL of Lots One (1) through ninety (90), of the subdivision named **Grant's Mountain Estates** as more fully shown on that certain plat prepared by Berkley Howell & Associates, P.C, dated August 28, 2002, and recorded in the Office of the Register of Deeds of McDowell County, North Carolina, in Book 8, at Pages 22 through 25.

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

ARTICLE III.

The real property described in Article II hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide

enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

ARTICLE IV.

No lot shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot; however horses, ponies and household pets such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes. There shall be a minimum of one (1) acre of pasture land for each horse or pony being kept on lots on a permanent basis. Barns or outbuildings should conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to the main residence. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less than 1,400 square feet for a one-story structure, or 1,800 square feet for a multi-level structure. On a multi-level structure, a full walk-out basements can be considered part of the square footage if it is heated space, a permanent floor (i.e. poured cement, etc.), and has minimum ceiling height of eight (8) feet throughout entire basement square footage. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.

No more than one outbuilding may be constructed on any Lot. Said outbuilding shall be used only for the purposes of housing boats, cars, RVs, as well as lawn and garden equipment. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top, and with some sort of door, which would thus close in all four sides of the building. Once construction has begun on said outbuilding, all exterior construction must be completed within one (1) year of the commencement of construction.

In the event that horses or ponies are kept on any lot, an additional structure for housing such animals may be erected or placed on the lot provided such structure is kept in good repair and conforms generally in appearance to the dwelling located on such lot. Once construction has begun on said structure, all exterior construction must be completed within one (1) year of the commencement of construction.

On Lots of five (5.000) acres or greater, a guest suite building may be constructed, which is complimentary to the primary building and constructed of the same materials. If a guesthouse is constructed, the guesthouse must NOT be located within one hundred (100) feet of the primary building and cannot exceed the primary building either in height or square footage. Guesthouse must not be less than 1,000 square feet of enclosed, heated space. Said guesthouse may only be constructed after the completion of construction of the primary residence. Once construction has begun on said guesthouse, all exterior construction must be completed within one (1) year of the commencement of construction.

There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings, no previously constructed homes, systems built homes or buses situated on any Lot as a residence or for storage, either temporarily or permanently. Only stick built or log homes are permitted to be built within Grant's Mountain Estates.

ARTICLE V.

No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot. It is permissible to operate a home-based internet business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express, or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based internet businesses shall be allowed to store small inventories within the residence or enclosed out building situated on the Lot. No advertisements of any kind will be permitted on any Lot for home-based businesses.

The Declarant reserves the right to erect signs in Grant's Mountain Estates. Signs may be erected by individual lot owners, but are limited to name, address, and "For Sale" signs no larger than, three (3) feet by three (3) feet in size. Signs can be placed only on individual lots. Directional signs at the entrance and road intersections are prohibited. Signs must be neat, clean and must be made of metal or wood material. Any exceptions of this covenant must be approved by a majority vote of the officers of the Grant's Mountain Estates Property Owners Association.

ARTICLE VI.

No lot, with the exception of those lots owned by Declarant, shall be further divided, however, Declarant shall have the absolute right, in Declarant's sole discretion, to combine and divide or redivide any lots owned by Declarant and to place on record, plats of any such combined, divided or redivided lots and to submit or withdraw said lots from the provisions of these covenants without the consent or joinder of the owners of the other lots or the Grant's Mountain Estates Property Owners Association, Inc. in Grant's Mountain Estates.

Owners of lots ten (10.000) acres or greater, other than the Declarant, may divide a lot only if new Lot created is a minimum of five (5.000) acres or greater. All newly created lots of real property which are, and shall be, held, transferred, sold and conveyed are subject to the protective covenants and restrictions of the subdivision named Grant's Mountain Estates. All newly created lots, except newly created lots by the Declarant, shall be subject to an assessment for maintenance and expenditures as listed in Article X. The annual assessment for each newly created lot within Grant's Mountain Estates shall be the sum of two hundred and fifty dollars (\$250.00) per lot, per year. Declarant shall be exempt from any and all assessments for any Lot or newly created lot owned by Declarant, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of seventy-five percent (75%) of Lot owners, excluding Declarant. The funds shall be known as The Grant's Mountain Estates Maintenance Fund.

ARTICLE VII.

No structure, other than a fence, may be built within fifteen (15) feet of any property line. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side Lot lines and Lot lines along any road in said Subdivision. In addition, the property described in Article II hereof is subject to easements, set backs and road rights-of-way as shown on that certain plat recorded in the McDowell County Registry in Book 8, Pages 22 through 25. Declarant hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

ARTICLE VIII.

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on

any Lot for more than fourteen (14) out of any thirty (30) day period and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

ARTICLE IX.

The roadways, rights-of-way and common areas constructed throughout the Subdivision are for the common use of the grantor, Lot owners and their respective heirs, successors or assigns. There shall be no hunting from any roadway or designated easement.

ARTICLE X.

The Declarant shall form a non-profit, non-stock corporation known as Grant's Mountain Estates Property Owners Association, Inc. prior to the conveyance of any lot within Grant's Mountain Estates subdivision. The title owners of lots within Grant's Mountain Estates shall become members of the Association at time of settlement. The Declarant shall administer the Association until the Declarant has conveyed 90% of the lots within Grant's Mountain Estates, at such time Grant's Mountain Estates Property Owners Association will elect its own administrators of the Association and shall operate freely within the restrictions herein contained. Each lot owner shall be entitled to one vote concerning election of administrators and other association matters such as special assessments, dues, etc.

Every lot described on the Grant's Mountain Estates plat map recorded in Book 8, Pages 22 through 25 of the McDowell County registry, shall be subject to an assessment for maintenance and expenditures as listed below. The annual assessment for each lot within Grant's Mountain Estates shall be the sum of two hundred and fifty dollars (\$250.00) per lot, per year. Declarant shall be exempt from any and all assessments for any Lot owned by Declarant, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of seventy-five percent (75%) of Lot owners, excluding Declarant. The funds shall be known as The Grant's Mountain Estates Maintenance Fund.

After election of officers the Grant's Mountain Estates Maintenance Fund shall be owned jointly by all the Lot owners within Grant's Mountain Estates and shall be used only for:

- a. Maintenance expenses for entrance landscaping fencing and signage.
- b. Maintenance of all common grounds.
- c. Electric bills, postage and insurance.
- d. Community enhancement (mowing, etc).
- e. All reasonable administration costs for the perpetual continuation of the Grant's Mountain Estates Property Owners Association, Inc.
- f. The payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.
- g. All current or future improvement to common grounds.

The Grant's Mountain Estates POA, Inc. shall have the power to file with the Register of Deeds of McDowell County a notice if an assessment has not been paid by June 1 of any year and such lien shall continue until the assessment is paid.

ARTICLE XI.

With this Declaration there is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the Declarant. Declarant, in its discretion, may relinquish control of the ACC to the Property Owners Association upon election of the Association's governing body.

No improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such improvements have been

approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely within the interior of a building may be completed without approval. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.

Any lot owner who commences to build without written permission and stamped plan approval from the ACC is subject to a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings, clearing lot to build) until receipt of approval letter from the ACC. The ACC reserves the right to bring legal action against lot owners who start building without approved plans.

The ACC may prepare and maintain "Building Standards" which summarizes its construction standards to be used as the criterion for the approval of proposed improvements. The ACC, Declarant, or Property Owner Association shall have the power to modify, alter, supplement, or amend Building Standards at any time, but such change shall not be effective as to improvements, which have previously been approved. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

All communications and submittals shall be addressed to Grant's Mountain Estates, Mark R. Adkins, 17505 West Catawba Ave. Suite 350, Cornelius, NC 28031, or to any such address as the ACC shall hereinafter be designated in writing. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ACC shall have 30 days to approve complete plans that have been submitted by lot owner(s) or builder.

Neither the ACC, nor any member, employee or agent thereof, shall be liable to any owner of a Lot or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ACC for approval agrees not to bring any action or suit to recover any damages against the Declarant, the ACC, or any partner, member, employee or agent of the Declarant or the ACC.

The ACC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in accordance with the developer's plans and objectives therefore.

ARTICLE XII

Community appearance will be maintained by the Declarant until formation of the Grant's Mountain Estates Property Owners Association's governing body. The Declarant and Property Owners Association shall use Association funds to maintain the road right of way and any common ground (i.e. entrance, landscaping, ect.). Maintenance will be done at the discretion of the Declarant and/or the Property Owners Association. If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot(s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot(s), or hidden from site from the roadways.

ARTICLE XIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2027, at which time said covenants shall be automatically

extended to successive periods of Ten (10) years unless, by vote by majority vote of the current owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

ARTICLE XVI.

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way effect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XV.

No well for the production of or from which there may be produced, oil, gas or minerals shall be dug or operated upon any lot not owned by Developer, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activities associated with soil testing, construction of building foundations or master drainage control.

Any grading or other land use, which creates erosion runoff into streams or others lots, is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity as defined in Article IV of these covenants.

ARTICLE XVI.

All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other lots, streets and areas in the Development outside the lot on which such items are located. Each lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any lot in the Development in such a manner as to be visible from any street, or other lot or area located in the Development.

ARTICLE XVII.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of a structure.

ARTICLE XVII.

No commercial cutting of timber shall be permitted on any lot. However, the clearing of home sites or pastures is permitted provided that no more than twenty percent (20%) of trees that measure greater than eight (8) inches in circumference at the base of the trunk of the tree on any lot may be cleared without the prior approval of the Architectural Control Committee. The removal of any dead or leaning trees is not prohibited in any circumstance. Cutting of smaller trees/bush hogging is permitted and will not be considered part of the twenty percent (20%) allowed to clear so long as trees that are cut are eight (8) inches or less in circumference at the base of the trunk of the tree.

ARTICLE XIX.

The Declarant may waive or modify any of the provisions of these restrictions in its sole discretion, until the last lot in the subdivision is sold, at which time the Property Owners Association holds such discretion.

IN WITNESS WHEREOF, LANDSTAR DEVELOPMENT, LLC. Has caused this instrument to be executed in its name by its Agent, all by authority of its Managers and Members first duly given, this the day and year first above written.

LANDSTAR DEVELOPMENT, LLC.

By: *Mark R. Adkins*
Mark R. Adkins, Agent

STATE OF North Carolina
COUNTY OF: Mecklenburg

I, Ann Marie Wilson, a Notary Public of the State and County aforesaid, certify that Mark Adkins personally appeared before me this day and acknowledged that he is an agent for LANDSTAR DEVELOPMENT, LLC, a North Carolina Corporation, and by authority duly given and as the act of the LLC.

WITNESS my hand and official seal, this the 7th day of October, 2002.

A.M. Wilson My commission Expires: 7-28-07
Notary Public

