

STATE OF NORTH CAROLINA
COUNTY OF MACON

DECLARATION OF PROVISIONS, CONDITIONS, AND
RESTRICTIVE COVENANTS FOR WOODLAND COVE ESTATES SUBDIVISION

THIS DECLARATION of Provisions, Conditions and Restrictive Covenants for Woodland Cove Estates Subdivision made by SDS DEVELOPERS, L.L.C., a limited liability company, hereinafter referred to as the "Declarant" and DONALD J. BISHOP and wife, JANET S. BISHOP, Owner of a lot within Woodland Cove Estates Subdivision, hereinafter referred to as "Owner."

W I T N E S S E T H :

THAT WHEREAS, the Declarant is the owner of a certain tract or parcel of land described in the deed from Mark Bennett, Raymond B. Bennett and wife, Janice Bennett and Sandra Bennett Stephens and husband, Ronnie Stephens, dated 27 October 1998, and recorded in Deed Book X-22, Page 1758, Macon County Land Registry, and shown on the Plat thereof entitled Woodland Cove Estates Subdivision, and recorded at Plat Card 3256, Macon County Land Registry, less and except that parcel heretofore conveyed to the Owner; and

WHEREAS, Owner is the owner of a certain tract or parcel of land described in the deed dated 16 February 1999 and recorded in Deed Book _____, Page _____, Macon County Land Registry; and

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the property be established; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of said property; and

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with all parties hereafter acquiring any of the property hereinafter described, that it shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens relating to the use and occupancy thereof, which shall be construed as covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of the properties and which shall inure to the benefit of each owner thereof.

THE PROPERTY which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Macon, State of North Carolina, and is more particularly described as being all of that property shown on map and survey recorded in Plat Card # 3256, Macon County Land Registry, plus all the utility and access easements as shown on the aforesaid map.

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodland Cove Estates Homeowners' Association, its' successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to SDS Developers, L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Expense" shall mean and include:

- (A) All sums lawfully assessed by the Association against its members;
- (B) Expenses declared to be common expenses by the provisions of this Declaration or the By-Laws;
- (C) Expenses agreed by the members to be common expenses of the Association.

RESTRICTIONS

1. The Lots shall be used for residential purposes only. Only one detached single family dwelling not to exceed two stories in height, exclusive of a basement, shall be erected on each Lot; provided, however, that one small accessory building which may include a garage, may also be erected on each lot.

2. No business activity of any nature may be conducted upon the property including but not limited to, the offering for sale of any item, the manufacture of any item, any repair shop, childcare center, or rest home, exclusive of an in-home office.

3. No lot shall be subdivided, except to benefit an adjoining lot, which shall not result in the creation of more lots than are shown on the recorded plat of this subdivision. An owner of contiguous lots in the subdivision shall not merge the lots so as to reduce the financial obligation associated with ownership in the subdivision.

4. Each dwelling shall contain a minimum of 1200 square feet of heated floor space on the main level exclusive of basements, carports, garages, decks and porches.

5. No building shall be built closer than ten (10) feet to any outside boundary line.

6. No trailer, mobile home, tent, or other temporary structure shall be used as a residence upon any lot. Notwithstanding the foregoing, campers or motor homes may be occupied by guests of property owners for a period not to exceed one (1) week in any given calendar year.

7. No livestock, poultry, or other animals shall be kept on any lot, except animals normally maintained solely as household pets.

8. All owners of lots shall be required to install a culvert under the driveway at the intersection thereof with the subdivision road right of way. Each culvert shall be a minimum of fifteen (15) inches in diameter.

9. The exterior of all structures must be completed within one year after the commencement of construction thereof except where natural disaster, strikes, fires, national emergencies, or other calamities make completion impossible or would result in a great hardship upon the owner or builder.

10. It shall be responsibility of each property owner to prevent the development of any unclean, unsightly, or unkempt condition of any structure or on the ground of such property, which condition would mar or substantially decrease the beauty of the neighborhood as a whole, or one specific area.

11. No noxious or offensive activity shall be carried on upon the lots, nor should anything be done thereon intending to cause or causing embarrassment, discomfort, annoyance, or nuisance to the neighborhood.

12. All trash, garbage, and waste shall be kept in sanitary, closed receptacles provided by each lot owner in a screened area not generally visible from the road or from adjoining residences.

13. No fuel tanks or similar storage receptacles shall be exposed to view and such tanks or receptacles may be installed only within the main dwelling or permitted accessory structure or otherwise shall be buried underground.

14. The Declarant reserves unto themselves, their successors and assigns, a perpetual and alienable easement and right of way on, under the ground, to erect, maintain, and use electric and telephone poles, wires, cables, conduits, and other suitable equipment for the transmission and discharge of electricity, telephones, gas, and other public utilities or conveniences on, in or over ten (10) feet along the rear of each lot, and five (5) feet along the front and each side of each lot. Such easements and rights expressly include the right to take any action reasonably necessary to provide economical and safe utility installation, and to maintain reasonable standards of health, safety and appearance. By the reservation of these easements, the Declarants in no way obligate themselves, their heirs or assigns, to provide any utility service to any lot in Woodland Cove Estates Subdivision.

15. When forty (40) percent of the lots in the subdivision are sold by the Declarant, the Declarant shall form a Homeowner's Association for the subdivision. All lots owners shall be members of the Association, agree to abide by the rules of the Association, pay the pro-rated road maintenance fees set out herein, and pay any and all assessments and other fees set by the Association.

16. Each property owner shall be required to become a member of the Woodland Cove Estates Subdivision Property Owner's Association, which Association shall have as its primary function the maintenance of the roadways within the subdivision. Each property owner shall contribute to the costs of maintaining the roadways within the subdivision and the Association shall have the powers, authorities and responsibilities set forth in the By-Laws of the Association as they presently exist or as they may hereafter from time to time be amended.

17. The annual maintenance, upkeep and repair fees set out herein shall be as follows:

A. For any lot on which a residence is located or on which construction of a residence has begun on or before December 31 of that year, there shall be an annual residence fee which shall be due and payable on or before December 31. For the year 2000, the residence fee shall be the sum of \$200.00. Said fee may be increased by the

Declarant, their heirs and assigns, each year, but the same shall not be increased more than ten (10) percent over the residence fee for the previous year.

B. For any lot which is unimproved as of December 31 of each year, there shall be an annual unimproved lot fee. The fee shall be due and payable on or before December 31 of each year. For the year 2000, the unimproved lot fee shall be \$100.00. Said fee may be increased by the Declarant, their heirs and assigns, each year, but the same shall not be increased more than ten (10) percent over the unimproved lot fee for the previous year.

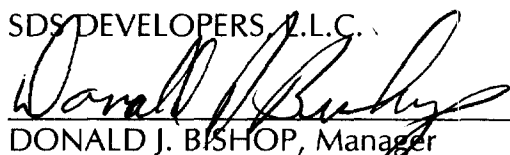
18. Each property owner shall be responsible for repairing any damage to the roadways within the subdivision caused by himself, his guests, his agents, or his employees.

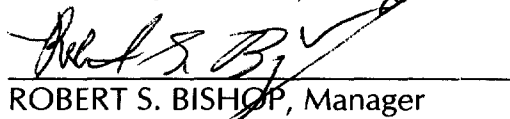
19. Invalidation of any of these Covenants, Conditions, or Restrictions, by a Judgment or Order of the Court of competent jurisdiction or by the requirement of State or Federal law, shall in no wise affect the validity of any other provision, and said provisions shall remain in full force and effect.

20. In the event of violation of any of these Restrictive Covenants, the owner of any lot or the Woodland Cove Estates Subdivision Property Owner's Association, shall have the right to take such legal or equitable action as is necessary to compel compliance or to terminate or enjoin any such violation.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, or until amended as hereinabove provided.

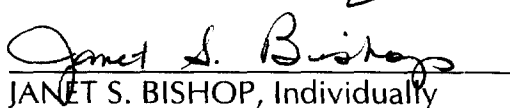
IN WITNESS WHEREOF, the Declarant and Owner have hereunto set their hands and seals, this the 5th day of January, 2001.

SDS DEVELOPERS, L.L.C.
 (SEAL)
DONALD J. BISHOP, Manager

 (SEAL)
ROBERT S. BISHOP, Manager

 (SEAL)
SUSAN M. BISHOP, Manager

 (SEAL)
DONALD J. BISHOP, Individually

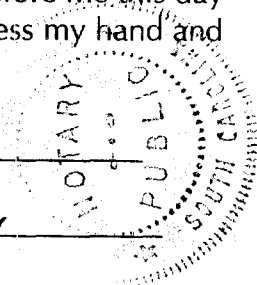
 (SEAL)
JANET S. BISHOP, Individually

STATE OF South Carolina
COUNTY OF Greenville

I, a Notary Public of the County and State aforesaid do hereby certify that SUSAN M. BISHOP, Manager of SDS Developers, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 29th day of December, 2000.

(SEAL)

Trudy Tapp Glosson
NOTARY PUBLIC
My Commission Expires: 10/22/01



STATE OF N.C.
COUNTY OF Macon

I, a Notary Public of the County and State aforesaid do hereby certify that DONALD J. BISHOP, Manager of SDS Developers, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 5th day of January 2001.

(SEAL)

Tanya S. Bleckley
NOTARY PUBLIC
My Commission Expires: 05/07/2001

STATE OF N.C.
COUNTY OF Macon

I, a Notary Public of the County and State aforesaid do hereby certify that ROBERT S. BISHOP, Manager of SDS Developers, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 5th day of January 2001.

(SEAL)

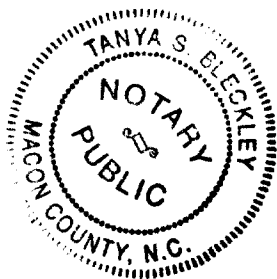
Tanya S. Bleckley
NOTARY PUBLIC
My Commission Expires: 05/07/2001

STATE OF N.C.
COUNTY OF Macon

I, a Notary Public of the County and State aforesaid do hereby certify that DONALD J. BISHOP and wife, JANET S. BISHOP personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 5th day of January, 2001.

(SEAL)

Tanya S. Bleckley
NOTARY PUBLIC
My Commission Expires: 05/07/2001



STATE OF NORTH CAROLINA
COUNTY OF MACON

Each of the foregoing certificate, or certificates, namely of Trudy Tapp Glosson + Tanya S. Bleckley a Notary or Notaries Public of the County and state designated is certified to be correct and filed for registration on the 5th day of January 2001 in book J-24 at page 1929 - 1934 at 3:14 o'clock P.M.

JANET ROBERSON, REGISTER OF DEEDS
BY Adelaide K. Green
DEPUTY / ~~ASSISTANT~~

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