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 Jackson County, NC  
 Joe Hamilton Register of Deeds  
 BK 1725 PG 594-597

Drafted By:  
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**DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS  
 OF  
 CARVER MOUNTAIN ESTATES**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CARVER MOUNTAIN ESTATES** (“Declaration”) is made this 6<sup>th</sup> day of February, 2008, by **ROGER M. CLARK** and wife, **LYNDA H. CLARK** (“Declarant/Developer”).

**WITNESSETH:**

THAT WHEREAS, Roger M. Clark and wife, Lynda H. Clark, herein after referred to as “Declarant/Developer”, have planned the development of **CARVER MOUNTAIN ESTATES**, as a residential community described on a plat recorded in Plat Cabinet 12, Slide 121, Jackson County Public Registry to which reference is hereby made and incorporated herein: and,

NOW, THEREFORE, Declarant/Developer hereby declares that all of the property described in Plat recorded in Plat Cabinet 12, Slide 121, Jackson County Public Registry shall be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These covenants, conditions, restrictions and easements shall run with the land and be binding upon all persons having or acquiring any right, title or interest in the above described property or any part thereof and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**RESTRICTIONS ON USE**

1. **Portable Structures Prohibited.** No trailer, mobile home, double-wide, or manufactured home, (except as hereinafter stated) may be moved onto any lot for any purpose. No motor home, recreational vehicle or camper, fifth-wheel or similar vehicle may be occupied as a dwelling on any lot at any time. However, a construction shed or camper may be placed on a lot and remain there temporarily during the course of active construction of residence not to exceed one year after the footers have been dug or the issue date of construction permit (whichever occurs first).
2. **Lot Restrictions.** Only one stick built or off frame modular with a minimum of 1,200 square feet of heated living area single family dwelling shall be permitted on Tracts 2, 3, 4, 6, 7, 8 and 9. Tracts 1, 5, 10 and 11 are restricted to a maximum of two (2) stick built or off frame modulars with a minimum of 900 square feet of heated living area

per single family dwelling. No commercial enterprise, including but not limited to manufacturing, business or apartment houses, shall be conducted on said lands. All dwellings must conform to Jackson County building codes.

3. Recreational Vehicles, Boats, Cars, and Trailers. Boats, boat trailers, small utility trailers and camper units shall be stored in inconspicuous portions of the lots behind constructed screening that matches the general décor of the other construction within said development and shall be permitted for storage purposes only and not occupied at any time.
4. Outbuildings. Only one outbuilding is allowed per lot. Outbuildings are limited to 750 square feet or 50% of the interior size of the dwellings, whichever is smaller. Outbuildings must be of similar material, color and finish as the dwelling. Outbuildings may not be constructed or placed upon any lot prior to the construction of the dwelling.
5. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. No garbage, animal waste or residue, may be allowed to accumulate as to become malodorous, attract vermin or insects, or to become a health hazard or nuisance to any adjoining property.
6. Livestock. No farm animals including, but not limited to cattle, goats, pigs, chickens, turkeys, mules, etc., shall be permitted to be raised, fed or kept on any parcel or lot. Common outdoor household pets shall be permitted with the number of pets not to exceed two per household. In no event may any breed which may be considered dangerous, i.e., pit bull or rottweiler dogs, poisonous reptiles, etc., shall be permitted on any lot. Any animal owned by a guest or tenant of the lot owners must comply with these restrictions and the property owner assumes full responsibility. No animal may be boarded for any fee or charge on any lot. In addition to two outdoor household pets, one horse or pony shall be permitted on a lot containing at least two (2) acres.
7. Firearms. The discharge of firearms within the development is forbidden except for the protection of life as permitted by law.
8. Variances. The Declarant/Developer, its successors and or assigns, shall have the right to grant variances or permission to change lot lines. Variances will not be unreasonably withheld.

## ARTICLE II

### ROADS, UTILITIES, AND MAINTENANCE

1. Road Right of Ways. Road right of ways as described on plat recorded in Plat filed for record in Plat Cabinet 12 Slide 121, Jackson County Public Registry are reserved for the use of the Declarant/Developer and lot owners in said Development, for ingress, egress, regress and utilities. The Declarant/Developer, and its assigns, reserves the right to retain right of ways and easements on all roads and utility easements referenced herein or granted to others and has the right to convey the same to any other owner or other properties.
2. Driveway Access. In the event that any lot owner makes a driveway connection with any road, said owner shall install a culvert of sufficient size (a minimum of 15 inches) in the ditch line along said drive to carry the normal flow of water of the ditch line through said culvert. No obstruction or fence may be placed within twenty two and one-half (22.5) feet of the center line of any roadway.
3. Maintenance. Each tract owner shall share proportionately in the maintenance of all subdivision roads.

ARTICLE III

TERMS AND AMENDMENTS

These Declarations are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 15 years from and after the date hereof, after which they shall be extended automatically for successive periods of 10 years unless an instrument is signed by a majority of the then lot owners and recorded in the Office of the Register of Deeds of Jackson County, North Carolina, agreeing to change the covenants in whole or in part. When one or more persons or entities own more than one lot, they will be entitled to one vote for each lot owned.

The Declarant/Developer retains the rights to revise these Declarations as is necessary for the orderly development of the property. The Declarant/Developer may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots. The right to modify, waive, grant variances and adjustments shall be assignable by the Declarant/Developer to its successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant/Developer, ROGER M. CLARK and wife, LYNDA H. CLARK, have hereunto set their hands and seals this the day and year first above written.

Roger M. Clark by Lynda H. Clark (SEAL)  
ROGER M. CLARK by Lynda H. Clark, AIF  
Attorney in Fact

Lynda H. Clark (SEAL)  
LYNDA H. CLARK

STATE OF NORTH CAROLINA

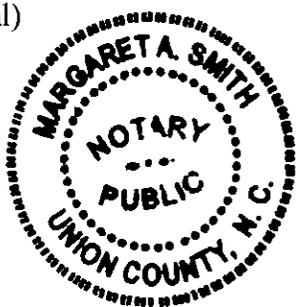
COUNTY OF JACKSON

I, Margaret A. Smith, a Notary Public of the State of North Carolina and County of Union, do certify that before me personally appeared **LYNDA H. CLARK, Individually** and as attorney in fact for **ROGER M. CLARK** personally known to me, or who proved to me by satisfactory evidence (PERSONALLY KNOWN), to be the person(s) who signed the preceding or attached record, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of herself and the said Roger M. Clark and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in Book 1639, Page 132 in the office of Register of Deeds in the County of Jackson, State of North, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said Lynda H. Clark acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf herself and the said Roger M. Clark.

Witness my hand and official seal, this the 6<sup>th</sup> day of February, 2008.

(Official Seal)



Margaret A. Smith  
(Signature of Notary Public)

My commission Expires: 11-16-2010

BEING AND COMPREHENDING all of Lots 4 – 10, DOGHILL SUBDIVISION, more particularly described on plat dated February 1, 2007, prepared for Roger M. & Lynda H. Clark, entitled "Dog Hill" Subdivision, Lots 1-10, 14.926 Acres (total), D.B. 1447-474, Webster Township, Jackson County, N.C. by Cornerstone Surveying, P.C., and recorded in Plat Cabinet 12, Slide 428 in the Office of the Register of Deeds for Jackson County, North Carolina, to which reference is hereby made for a more complete and accurate description of the property hereby conveyed.

BEING a portion of the same property described in Deed from Frances Mae Foxx, Grantor to Roger M. Clark and wife, Lynda H. Clark, Grantee dated September 2<sup>nd</sup>, 2004 and filed for record in Book 1447, Page 474, Jackson County Registry. TOGETHER WITH and SUBJECT TO those certain road rights and water rights and exceptions and reservations contained therein.