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BOOK 01275  
START PAGE 0389  
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INSTRUMENT # 01781

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

COVENANTS, RESTRICTIONS, RESERVATIONS,  
TERMS AND CONDITIONS GOVERNING  
MOUNTAIN VIEW ESTATES SUBDIVISION

WHEREAS, the undersigned, being the owner and developer of a certain tract or parcel of land herein described, intends to develop said land; and

WHEREAS, the undersigned has subdivided said land into lots or tracts for the purpose of selling the same; and

WHEREAS, the undersigned desires that lots and tracts in said Mountain View Estates Subdivision be subject to certain covenants, restrictions, easements, reservations, terms and conditions for the protection of both the present owner, his heirs and/or successors and assigns in interest; and

WHEREAS, the lands to be restricted are that certain tract or parcel of land which is more particularly described in that certain deed as recorded in Deed Book 1194, Page 810, Cherokee County, North Carolina Registry; and

NOW, THEREFORE, the undersigned owner and developer of said tract or parcel of land does set forth the covenants, restrictions and reservations as herein set out in consideration of the obligation of said owner and developer to purchasers of said land as follows:

1. Non-exclusive, 40 foot wide road rights-of-way and utilities easements are reserved on all roads within said property. This reservation is made for the benefit of the Grantor/Developer, his heirs and assigns, for ingress, egress and regress to all lots within said property from the State road and for the benefit of other appurtenant lands owned by the Grantor/Developer and for the benefit of lands which the Grantor/Developer may later acquire and designate which would be served by the roads. In the event that the North Carolina Department of Transportation should desire to make public roads out of any or all of the roads within said property, this reservation is made for the benefit of the Department of Transportation and its successors with the intent that no further consent shall be required of any landowner then holding title within said property. No warranty, either expressed or implied, is made by the Grantor/Developer herein as to whether or not the subdivision roads will, if ever, be made public roads.
2. All lots are conveyed subject to a blanket easement given by the Grantor/Developer to Blue Ridge Mountain Electric Membership Corporation, which easement was required by said company as a condition to obtain their agreement to make electricity available to the subdivision, to be recorded in the Cherokee County Registry.
3. The affairs of the subdivision shall be governed by an association of the owners if they so choose to incorporate themselves at a later time. Each individual property owner shall be assessed an annual road maintenance fee of One Hundred (\$100.00) Dollars per lot and furthermore, said assessments shall be increased in the future, if a property owners' association or the Grantor/Developer determines that such increases are necessary. Said

assessments are payable on January 1st of each year.

4. All outbuildings must be constructed in harmony with the main dwelling.
5. All lots shall be used for residential purposes only.
6. Mobile homes are not allowed in said subdivision; all constructed dwellings must contain at least 1000 square feet of enclosed floor space; recreation vehicles and travel trailers may be used if a permanent dwelling is under construction; but construction to shell home state must be completed within one year from the start of construction; only single family residences will be permitted in this subdivision.
7. No inoperable vehicle or vehicle without current registration and licensing will be allowed to remain on any premises.
8. Each dwelling shall be equipped with a septic tank and field lines that conform to the sanitation and health laws of Cherokee County and the state of North Carolina. Installation of said septic tank facility shall be the responsibility of the property owner. No outdoor toilets shall be erected or maintained on any premises.
9. No livestock, including cattle, mules, horses, sheep, hogs, or goats may be kept in said subdivision.
10. No commercial activity shall be carried on anywhere in said subdivision, particularly no auto repair business.
11. All lots shall be kept free of debris and rubbish and all such debris and rubbish shall be kept in sanitary containers. Containers shall be kept in areas not generally visible from the subdivision access road. Each property owner shall be responsible for the disposal of his own garbage and trash.
12. Two, three or four-wheel motorcycles shall not be operated on the subdivision access road, unless licensed.
13. These covenants and restrictions are intended to and shall run with the lots by whomsoever owned and shall be binding on all parties who acquire lot and all parties claiming under them for a period of twenty (20) years from and after the date of the recording of this instrument, at which time (the end of twenty (20) years) said covenants and restrictions shall be automatically extended for a successive period of ten (10) years unless by vote of the majority of the then owners of the lots in said subdivision, and the owner of the remaining land. This does not prevent the owners of lots and the owner of the remaining land from changing or revising the above listed covenants. and restrictions by a majority vote of said lot owners.
14. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by these covenants. Failure by the Developer or by the owners to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to seek enforcement of the covenant or restriction at a later time. "Owner" shall mean any person owning a lot in said subdivision included the Developer, his heirs and/or successors and assigns. Developer as used in this instrument shall mean Robert T. Klein and wife, Louise A. Klein, and Kevin J. Klein and wife, Ethel D. Klein.

- 15. Invalidation of any one of these covenants, restrictions, reservations, terms and conditions by a judgment or order of a Court of competent jurisdiction shall not affect the validity of any of the other provisions contained herein but shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Grantor/Developer has hereunto affixed his hand and seal, this the 15<sup>th</sup> day of March, 2007.

Robert T. Klein (SEAL)  
Robert T. Klein

Louise A. Klein (SEAL)  
Louise A. Klein

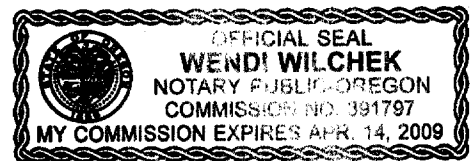
State of OR County of JACKSON

I, Wendy Wilchek, a Notary Public for said County and State, do hereby certify that **Robert T. Klein and Louise A. Klein**, being personally known to me, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

WITNESS my hand and official seal, this the 1 day of March, 2007.

Wendy Wilchek (Notary Seal)  
Notary Public

My commission expires 4-19-09



*Kevin J. Klein* (SEAL)  
Kevin J. Klein

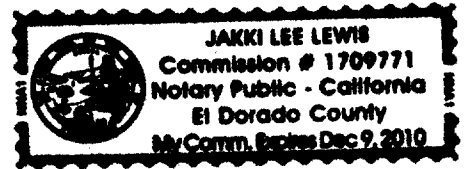
*Ethel D. Klein* (SEAL)  
Ethel D. Klein

State of California County of EL DORADO

I, Jakki Lee Lewis, a Notary Public for said County and State, do hereby certify that **Kevin J. Klein and Ethel D. Klein**, ~~being personally known to me~~, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

WITNESS my hand and official seal, this the 3<sup>rd</sup> day of March, 2007.

*Jakki Lee Lewis* (Notary Seal)  
Notary Public



My commission expires Dec 9, 2010