

STATE OF NORTH CAROLINA
COUNTY OF CHEROKEE

THIS AGREEMENT made and entered into this 11th day of October, 1992, by and between: Richard Bergeron, a single person, herinafter termed "BERGERON"; and Chris B. Olson, a single person, hereinafter termed "OLSON"; and Jerry Arbour and wife, Theresa Arbour, hereinafter termed ARBOUR,

WITNESSETH

WHEREAS, said BERGERON, OLSON, and ARBOUR are the owners of all the lands known formerly as the Stover Subdivision situated in Shoal Creek Township, Cherokee County, North Carolina, and upon which there is a set of covenants and restrictions which affect the said lands as recorded in Deed Book 618, Page 104, Cherokee County Registry, reference to which is made hereby for incorporation herein; and

WHEREAS, as owners of all the tracts or parcels of land which the said restrictive covenants apply, BERGERON, OLSON, and ARBOUR do hereby covenant and agree that the said restrictive covenants as recorded in Deed Book 618, Page 104, Cherokee County Registry, are hereby amended as hereafter set forth.

NOW, THEREFORE, BERGERON, OLSON, and ARBOUR hereby declare that for and in consideration of the mutual covenants herein contained do hereby amend the restrictive covenants as recorded in Deed Book 618, Page 104, Cherokee County Registry, as follows:

1. The lots in said subdivision shall be used for single family residential purposes only with no more than one single family residence erected thereon. Said residence shall be a minimum of 1000 square feet. Once construction is commenced on any lot, the exterior, including roof, walls, windows, and doors shall be completed within one year. No duplexes, condominium or multi-unit buildings shall be located on any lot. No commercial enterprise or business shall be conducted, carried on, or maintained on any portion of the property or subdivision lot except that home occupations that do not include outside storage, undue noise, or heavy traffic are allowed.
2. Temporary buildings for use incidental to the construction of a dwelling may be constructed and maintained during the construction period but must be promptly removed upon the completion of the dwelling OR within one year whichever occurs first.
3. No house trailers, motor homes, mobile homes, pre-constructed modular homes, tents, trucks or commercial vehicles shall be used as a permanent or temporary residence or located on any lot.
4. No dwelling or any part thereof shall be placed on or erected within ten (10) feet of any

property line. These provisions shall not apply to the common parcel line between two parcels owned by one owner where one dwelling is erected partially on the two parcels and across such common lot line. This setback requirement does not apply to the contour line of Appalachia Lake.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Owners are charged with responsibility of controlling their pets at all times and shall keep all pets restrained on their lots. These deed restrictions shall not apply to the main lodge now existing on the property or to the land conveyed with it.
6. The Developer reserves an easement for installation and maintenance of sewer, water, electric and telephone lines, and other utility lines and facilities on, in or over 10 feet along the rear of each lot and 5 feet along each side of each lot, and within all road right of ways for the use and benefit of the Developer and any Homeowners Association, their successors and assigns. All utilities on Lots 1 through 21 shall be supplied only by underground lines or cables.
7. All dwelling shall be equipped with septic tank and drain fields that conform to the sanitation and health laws of Cherokee County and State of North Carolina. No outdoor toilets shall be erected or maintained on the premises except during construction with said exception not lasting more than one year.
8. Road and street easements as shown on the plat of the property, to which these restrictions apply, are reserved to the Developer, his successors and assigns, and to the public for free ingress and egress to and from said property.

Each lot owner shall become a member of a Road Association and shall pay a fee which shall be applied towards the maintenance and upkeep of roads within the subdivision and the access road which provides vehicular ingress, egress and regress from the public road to said subdivision including Owassa Road when the lot is conveyed from the Developer to the Owner. The amount of the fee shall be One Hundred Dollars (\$100.00) per year and shall be due on the 1st day of January of each year, in advance. The annual fee for the initial year of acquisition of a lot shall be prorated, based upon the number of weeks remaining in the said initial year. The Road Association, from time to time whenever the same is reasonable necessary, shall have the right to increase or decrease said annual fee as determined by a majority of lot owners and members of said Road Association. Each lot within the subdivision shall be subject to a lien in favor of the Road Association for the annual assessments as set forth herein. Each assessment, together with such interest thereon as hereinafter provided, shall be a permanent and continuing lien upon the lot against which it relates, and shall also be the joint and several personal obligation of each property owners and each property owner by acquiring or holding an interest in any lot

shall thereby covenant to pay such amount as when the same shall become due. If an assessment is not paid on the date when due, as herein above provided, such assessment shall bear interest from the date of delinquency at the rate of Eighteen (18%) Percent Per Annum, and the Road Association may bring legal action against the property owner, personally obligated to pay the same, or foreclose its lien against the lot to which it relates or pursues either such course at the same time or successively. Each property owner, by his acceptance of a Deed or other conveyance to a lot, vests in the Road Association the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien on any appropriate proceeding in law or in equity. The Road Association shall have the power to bid on the lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same. No property owner may be released from any liability for the assessments provided for herein by non-use of the lot. Provided, however, that the lien for the annual assessments provided for herein with respect to any parcel is hereby made subordinate to the lien of any mortgage or its assigns placed upon such parcel if, but only if, all such assessments with respect to such parcel have a due date on or prior to the date such mortgage is filed for record have been paid.

9. No noisy, offensive, or unsightly activity shall be carried on upon any lot. All lots shall be kept free of accumulation of trash, junk, building materials, inoperable motor vehicles, or other unsightly things. No lot shall be used or maintained as a dumping ground for trash or rubbish.
10. The cutting or removal of established trees is prohibited except these necessary to permit construction of the dwelling, buildings or roadways, and installations and maintenance of utilities or trees hazardous to improvements. Trees may be removed to improve the view of the lake from the dwelling, except that no trees lying within the contour line of Appalachia Lake may be cut.
11. The Developer reserves the right to locate and install drains where necessary to cause or permit drainage of surface waters over and/or through lot. No road ditches may be filled or stopped up at any time and the right is reserved for the storm drainage water from roads, streets, and lots to run over or across any lot as it now runs as the natural flow.
12. After conveyance by the Developer, no lot, as originally surveyed and platted, shall be re-subdivided.
13. Each lot owner shall have a perpetual right and easement to use any and all subdivision roads and common recreational facilities and other common areas, as shown on the plats of the subdivision, in common with all other lots and their guests and invitees. A pro-rata interest in these areas will be deeded with lot ownership.
14. During any construction and also upon completion of construction, each lot owner shall be

responsible to take erosion control measures to prevent any run off into the lake or adjoining lots, including retaining walls, sowing of grass or other necessary measures and will be responsible for damage to subdivision roads caused by home construction.

15. These, covenants, conditions, restrictions, limitations and affirmative obligations are intended to and shall run with the lots by whomsoever owned and shall be binding on all parties who acquire a lot and all persons claiming under them for a period of twenty (20) years from and after the date of the recording of these covenants at which time (the end of twenty years) said covenants and restrictions shall be automatically extended for a successive period of ten (10) years unless by a vote of the majority of the owners of the remaining land, agreeing to abed said restrictions in whole or in part.
16. Developer may assign any and all of his rights, powers, obligations and privileges under this instrument to any other corporation, association or person, and any assignee shall assume Developers full responsibilities hereunder.
17. The word "Developer" where used in this shall mean Joyce L. Moore & Blanche Sampsonis trustees, and their successors or assigns, and the "Owner or Owners" shall mean any person or concern owning a lot in Stover Subdivision, including the Developer, his successors or assigns.
18. Invalidation of any one of these covenants, conditions, or restrictions by a judgement or order of a court of competent jurisdiction shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF; the said BERGERON, OLSON, and ARBOUR, have hereunto set their hands and seals this ___ day of October, 1992

_____(SEAL)
RICHARD BERGERON

_____(SEAL)
CHRIS B. OLSON

_____(SEAL)
JERRY ARBOUR

_____(SEAL)
THERESA ARBOUR

Note: This was re-typed from a copy with original signatures and recording markings from Cherokee County for the benefit of all lot owners. July 8, 2003