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DECLARATION  
OF  
RESTRICTIVE COVENANTS  
OF  
MOUNTAIN BREEZE SUBDIVISION

WITNESSETH:

WHEREAS, the undersigned, hereinafter called "Developer" (where the designation Developer is used herein, it shall refer to said parties, their heirs, successors and assigns) are the fee simple owners of certain real property located in Transylvania County, described in that deed to II Brothers, L.L.C., recorded in Deed Book 435 at Page 632 in the Transylvania County Registry, some of which is to be developed for single-family residential dwellings; and

WHEREAS, the said Developer desires, for the use and benefit of itself, its successors and assigns, and for future owners of lots, to provide for the preservation of values, and the desirability and attractiveness of the real property; and, among other things, for the maintenance and operation of the private roads within the development; and

WHEREAS, Developer has deemed it desirable for, among other things, the efficient preservation of the values and the maintenance and operation of the private roads that certain covenants, conditions, easements, assessments, liens, and restrictions governing the use and occupancy of lots in Mountain Breeze Subdivision be established and declared to be covenants running with the land; and that an agency be created to which will be delegated the powers and duties of maintaining the roads, common park areas, providing security, enforcing the covenants and restrictions, and collecting and disbursing assessments.

NOW, THEREFORE, in consideration of the premises, Developer, for itself, its successors and assigns, hereby causes to be recorded the attached Declaration of Restrictive Covenants of Mountain Breeze Subdivision.

A. RESIDENTIAL AREA COVENANTS

I. LAND USE: No lot shall be used except for residential purposes. No commercial business of any kind shall be operated on any lot without permission from Developer or Maintenance Committee.

Each lot is a single-family home site, and is not to be further divided by any lot owner other than Developer who retains the right to alter the boundaries of any unsold lots. No lot owner other than Developer shall have the right to construct a road through any lot to connect with lands lying outside Mountain Breeze Subdivision, and Developer shall only have the right to construct such a road through a lot or lots or other property owned by Developer.

No lot or parcel, with the exception of those lots or parcels owned by Developer, shall be further divided; however, Developer shall have the absolute right, in Developer's sole discretion, to combine and divide or redivide or alter any lots or parcels

10. REMOVAL OF TREES: No trees having a diameter in excess of five inches located within ten feet of the road may be removed without the permission of the Developers.

**B. ROAD MAINTENANCE**

1. ROAD USE: Developer reserves a right-of-way for road purposes sixty (60) feet in width along all roads shown on the plat of subdivision extending twenty-five (25) feet from each side of the center of said road. Developer also reserves an easement on, over and under the sixty (60) foot wide right-of-way of said roads for the purpose of installing, maintaining and operating utilities thereon or thereunder; for purposes of drainage control; for access to any lot or parcel; and for purposes of maintenance of said road. Said road right-of-way shall be used in common with Developer, its heirs and assigns, and other lot owners.

2. MAINTENANCE COSTS: Developer shall contribute the sum of \$100.00 per year for the maintenance of subdivision roads regardless of the total number of lots located in Mountain Breeze Subdivision which Developer may own at any given time for a period of five years from date of recording, except that when Developer owns only one lot, Developer shall pay the same as the rest of the lot owners.

With the exception of the annual \$100.00 road maintenance fee which shall be due from Developer during the five (5) year period hereinabove specified, the annual cost of repairing and maintaining subdivision roads shall be paid by an annual fee levied on a prorata basis against the owners of each lot in the subdivision, with the owners of each lot paying one share. The annual road maintenance fee assessed against any lot shall not exceed \$125.00. In the event an individual owns more than one lot, that owner shall be assessed one lot fee for all the lots owned, unless they build more than one residence. If more than one residence is constructed, a maintenance fee shall be assessed for each residence.

3. TERMS OF DEFAULT: In the event that in a particular year the owner of any lot located in the subdivision which is subject to the annual road maintenance fee hereinabove provided for does not pay said annual fee within fifty (50) days after said fee has been levied and the owner has been notified in writing of such levy by certified mail, then if not so paid, any such levy shall constitute a lien against that owner's lot from the date of the filing of a certificate of lien against that lot in the office of the register of Deeds for Transylvania County, North Carolina.. Said Notice of Lien shall be similar in form and recorded in the same manner as liens from the Connestee Falls Property Owners Association and the Knob Creek Property Owners Association. Upon filing the lien, interest shall accrue on it at the maximum legal rate. Such Notice of Lien shall be signed by one of the developers on behalf of Developer. Upon payment of said assessment charge and interest, Developer shall, within a reasonable time, have said lien canceled. All liens provided for herein may be foreclosed by suit by the party filing said lien in like manner as a Deed of Trust, and, in such event, the party filing said lien may be a bidder at a foreclosure sale.

4. RESPONSIBILITY FOR ROAD MAINTENANCE: Developer shall levy the annual maintenance fee herein provided for and shall arrange for all necessary road maintenance and repair each year until four (4) lots in the subdivision have been sold by Developer, after which time Developer shall have the right to turn over either or both of said duties to a committee of three lot owners in the subdivision as a group. Said committee shall have the same rights with respect to setting and collecting maintenance fees as Developer. After the initial appointment, said committee shall be elected annually by the lot owners, with each lot having one vote for each committee member.