

HIBBERTS MOUNTAIN SUBDIVISION
COVENANTS AND RESTRICTIONS

WHEREAS, Glenn L. Roberts purchased two parcels of land with the intention of subdividing the same, the first parcel being particularly identified as 13 acres in Shoal Creek Township, as described in a deed dated July 15, 1992 from William O. Robinson and wife, Cleda C. Robinson, and recorded in Book 656, Page 3, Cherokee County Registry, and the second parcel being particularly identified as 15.66 acres in Shoal Creek Township, as described in a deed dated September 11, 1992 from William O. Robinson and wife, Cleda C. Robinson, recorded in Book 658, Page 170, Cherokee County Registry

HIBBERTS

NOW, THEREFORE, the developer of lots in Hibberts Mountain Subdivision do hereby set out and provide for these Covenants and Restrictions which shall be applicable to Hibberts Mountain Subdivision as follows:

1.

The affairs of Hibberts Mountain Subdivision shall hereafter be governed by an association of owners and developers to be known as the "Hibberts Mountain Owner's Association" Each lot in the subdivision, owned by one or more persons or entities, shall be entitled to one vote in the affairs of the association. All owners are automatically members of the association.

2.

The members of the association shall meet annually, on the second Saturday of August at 1:00 P.M. at some place in the subdivision for transaction of association business and for the election of directors to manage the affairs of the association. The directors will meet annually immediately following the adjournment of the meeting of members of the association to elect a president, a vice-president, a secretary and a treasurer for the association, who will serve until their successor has been elected and qualified

3.

By purchasing a lot in the subdivision, each purchaser agrees to pay their fair share of the cost of road maintenance and repair. The directors shall fix the amount of the road maintenance contribution annually. A road maintenance committee will investigate costs of upkeep on the roads in the subdivision and recommend to the directors amounts to be paid per lot on each lot in the subdivision. Pending the appointment of such a committee Glenn Roberts is hereby designated as the maintenance committee until his successors are duly appointed. Pending the establishment of the committee the annual contribution of each lot owner in the subdivision is fixed at the amount of \$200 per year payable forthwith. The amount fixed for contribution for each lot owner for a year shall be a lien upon each owner's lot until paid. The developers intend and reserve the right to convey the roads in the subdivision to the property owner's association at such time as they may decide and thereafter the association will be responsible for the maintenance of the roads in the subdivision.

Interest on delinquent liens will be due from date due until paid at one percent (1%) per month.

4.

A non-exclusive road and utilities easement is reserved on all roads in the subdivision (the width of which will be designated on the plats from time to time made of the subdivision), for the benefit of developers, their heirs and assigns, for ingress, egress and regress to all lots in the subdivision, and for the benefit of other lands owned or designated by grantor. All lot owners are hereby granted a non-exclusive road and utilities easement over roads in the subdivision to the public highway as a permanent means of ingress, egress and regress to their lot or lots.

5.

All lots are conveyed subject to a blanket easement given by developer to Blue Ridge Mountain EMC, which easement was required by said Coop as a condition to obtain their agreement to make electricity available to the subdivision.

6.

The subdivision roads have not been accepted by the N. C. Department of Transportation into the public road system. Property owners will be responsible for maintenance and repairs of roads.

7.

Mobile homes and manufactured homes are not permitted nor allowed in the subdivision.

8.

(a) All constructed homes, residences and dwellings must contain at least 850 square feet of enclosed living quarters and floor space. Decks, porches and garages shall not be used or construed as enclosed living quarters or floor space.

(b) Recreation vehicles and travel trailers may be used on the premises while a home, residence or dwelling is under construction, but all construction on a home, residence or dwelling must be completed within 1 year from the start of construction. For purposes of these Covenants and Restrictions the start of construction shall be the date that a footer, a foundation slab or other foundation construction commences.

(c) Only Single Family residences shall be permitted within Hibberts Mountain Subdivision.

(d) Any and all storage buildings or out buildings shall be constructed in accordance with applicable laws, rules or regulations published or established by the North Carolina Building Code. All construction on a storage building or out building must be completed within 3 months from the start of construction. For purposes of these Covenants and Restrictions the start of construction shall be the date that a footer, a foundation slab or other foundation construction commences.

9.

No inoperable vehicle or vehicle without current registration and licensing will be allowed to remain on premises.

10.

Each dwelling shall be equipped with septic tank and field lines that conform to the sanitation and health laws of Cherokee County, North Carolina and the State of North Carolina. Installation of said septic tank facilities shall be the responsibility of the property owner. No outdoor toilets shall be erected or maintained on any premises.

11.

No auto repair business shall be carried on anywhere in the subdivision.

12.

Each property owner shall provide proper containers for garbage. Containers shall be kept in areas not generally visible from the road. Garbage containers and storage shall comply with all sanitation and health laws. No lot shall be used or maintained as a dumping ground for trash or garbage. Each property owner shall be responsible for the disposal of his own garbage and trash.

13.

No farm animals, with the exception of horses, will be allowed to be kept in the subdivision. As used herein, farm animals shall include the following: cattle, hogs, pigs and swine; chickens and turkeys; goats and sheep; bison and buffalo; llamas, ostriches; or any other animal raised for commercial and/or sale purposes.

14.

Any aggrieved lot owner shall have the right to petition the courts for injunctive relief against violators of these Covenants and Restrictions or to enforce its provisions.

15.

This instrument may be amended at any time by instrument in writing signed by persons owning a majority of lots in the subdivision. So long as he owns a majority of said lots, developer may amend same without joinder of purchasers. Thereafter, determination of a majority shall include lots owned by developer and he shall have the right to vote one vote for each lot that he owns. To be effective, such amendment shall be signed and acknowledged in the manner required for execution of deeds and recorded in the office of the Register of Deeds for Cherokee County, North Carolina. The signatures of spouses who are not owners will not be required.

IN TESTIMONY WHEREOF, the grantor has hereunto affixed his hand and seal, this the 17 day of April, 1997.

 (SEAL)
GLENN L. ROBERTS