

**DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS  
WOLF CREEK SUBDIVISION**

REGISTERED

1998 OCT 30 P 2 54

Dated: September 30, 1998  
State Of North Carolina  
County of Jackson

  
REGISTERED

This declaration, made this the 30th day of September 1998, by NORTH CAROLINA  
TIMBERLINE CORPORATION, a North Carolina Corporation, hereinafter called  
Declarant;

**WITNESSETH:**

THAT WHEREAS, the declarant is the owner of the real property described in  
Article I of this Declaration and is desirous of subjecting said real property to the protective  
covenants hereinafter set forth, each and all of which is and are for the benefit of such  
property and for each owner thereof, and shall apply to and bind the successors interest of  
any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described  
in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed  
subject to the protective covenants set forth below.

**ARTICLE I**

The real property which is, and shall be, held, transferred, sold and conveyed subject  
to the protective covenants set forth in the various articles of this Declaration is located in  
Jackson County, North Carolina, and is more particularly described as follows:

ALL OF Lots One (1) through Fourteen (14), Lot Sixteen (16), Lot Eighteen (18)  
through Thirty-One (31), Lots Thirty-Three (33) through Thirty-Five (35), and Lots Thirty-  
Seven (37) through Seventy-Eight (78) of WOLF CREEK SUBDIVISION as more fully  
shown on that certain plat prepared by Berkley, Howell & Associates, P.C. dated 9-28-98,  
and recorded in the Office of the Register of Deeds of Jackson County, North Carolina, in  
Plat Cabinet 9, Slide 408-411

No property other than that described above shall be subject to this Declaration until  
specifically made subject thereto.

**ARTICLE II**

The real property described in Article I hereof (hereinafter called Lot or Lots as  
applicable) is subjected to the protective covenants and restrictions hereby declared in order  
to provide enforceable standards of improvement and development whereby aesthetics, living  
conditions and property values may be enhanced.

**ARTICLE III**

No lot shall be used except for residential and recreational purposes. No swine,  
livestock or poultry shall be raised or bred on any lot, however horses, ponies and household  
pets such as cats or dogs, are permissible provided they are not bred or maintained for  
commercial purposes. Improvements constructed for the maintenance of animals shall be  
kept in good repair and must conform generally in appearance with any dwelling upon a lot,  
although such improvements need not be constructed of materials identical to an existing

dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less than 1,200 square feet. Once construction is begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.

Exterior surfaces of all dwellings and outbuildings on any given lot must be in earth tones, so as to harmonize with the natural surroundings.

No more than one outbuilding may be constructed on any Lot. Said outbuilding shall be only for the purposes of housing boats, cars, RVs, as well as lawn and garden equipment. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top, and with some sort of door which would thus close in all four sides of the building.

There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/~~manufactured homes, no modular buildings or buses situated on any Lot as a residence or for storage, either temporarily or permanently.~~

#### ARTICLE IV

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no tractor-trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any Lot. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than a "For Sale" or "For Rent" sign. No junk or unsightly vehicles of any type or description or unsightly outbuildings may be placed upon said Lot.

#### ARTICLE V

No Lot or Lots shall be subdivided except to enlarge an adjoining Lot but any Lot so enlarged cannot be improved with more than one single-family dwelling.

#### ARTICLE VI

No Lot shall be used for ingress or egress to any properties not part of this Subdivision. Declarant does hereby reserve unto itself the right to use any Lot prior to it being sold to a third person, for ingress or egress to any other adjoining property.

Declarant also reserves the right unto itself to extend any existing roadways shown on the recorded subdivision plat above referenced to, to any additional property lying outside Wolf Creek Subdivision.

#### ARTICLE VII

No structure, other than a fence, may be built within fifteen (15) feet of any property line.

#### ARTICLE VIII

Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side Lot lines and Lot lines along any road in said Subdivision. In addition, the property described in Article I hereof is subject to easements, set backs and road rights-of-way as shown on that certain plat recorded in the Jackson County Registry in Plat Cabinet 9 \_\_\_\_\_, Slide 408-411. Declarant hereby reserves unto

itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefor, together with the right of ingress and egress for the purpose of installing and maintaining the same, over and across any unsold lots still owned by the Declarant.

#### ARTICLE IX

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than thirty (30) consecutive days and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

#### ARTICLE X

The roadways and rights-of-way constructed throughout the Subdivision are for the common use of the grantor, Lot owners and their respective heirs, successors or assigns.

#### ARTICLE XI

Every Lot described above and every Lot shown on the **Wolf Creek Subdivision** map recorded in Plat Cabinet 9, Slide 408-411 of the Jackson County Registry, shall be subject to ~~assessment for maintenance and expenditures as listed below.~~ **The annual assessment for each Lot owner of Wolf Creek Subdivision shall be the sum of Two Hundred and no/100 Dollars (\$200.00) per Lot, per year.** The funds shall be known as the **"The Wolf Creek Subdivision Maintenance Fund"**. Declarant shall be exempt from any and all assessments for any Lot owned by Declarant, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of seventy-five percent (75%) of Lot owners excluding Declarant.

**The Wolf Creek Subdivision Maintenance Fund shall be owned jointly by all the Lot owners of the property in Wolf Creek Subdivision, and shall be used only for:**

- a. road maintenance expenses;
- b. administration costs for the enforcement thereof.
- c. upkeep and maintenance of the common access area to Wolf Creek Reservoir.
- d. the payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.

There shall be created for the purpose of holding and administering such funds, **"The Wolf Creek Subdivision Property Owners Association,"** which shall have the power to file with the Register of Deeds of Jackson County a notice if an assessment has not been paid by February 1 of any year, and such lien shall continue until the assessment is paid. **The Wolf Creek Subdivision Property Owners Association shall be comprised of all Lot owners and Declarant which shall be entitled to two votes for each Lot owned.** All decisions shall be made by a majority vote (except that a three-fourths (3/4) majority shall be necessary for the levy of increased or special assessments, or expenditure of monies), at a meeting of the Lot owners held after a reasonable notice to all such Lot owners. The Association shall organize, elect officers, and operate freely within the restrictions herein contained. Declarant, either through it's employees or agents or assigns, will administer the Association until seventy-five (75%) percent of all Lots have been sold. Following the sale of seventy-five (75%) percent of the Lots, **The Wolf Creek Subdivision Property Owners Association will elect it's own administrators of the Association.**

When seventy-five (75%) percent of the Lots, as shown on the plat above referred to, have been sold, **The Wolf Creek Subdivision Property Owners Association** does hereby agree that it will take over any and all maintenance of the roads. The Declarant does hereby agree that it will convey, by quitclaim deed, any and all interest it may have in any and all roads shown on the above referred to subdivision plat of **Wolf Creek Subdivision**, to the Property Owners Association and the Property Owners Association agrees to accept the deed and ownership.

No work will be undertaken where projected costs exceed \$500.00 until the consent of 75% of owners of Lots 1 through 75 inclusive, is obtained.

All maintenance and upkeep of the private road fronting Lots 1 through 75 inclusive will be done on the basis of competitive bids and only as required on demand of one or more of the property owners serviced by the private road.

Any damage by driveway connections to the private road shown upon said plats, or to the ditches or shoulders of the road, or to the flow of drainage water along the said road shall be repaired at the expense of the owners connecting such driveways, within fourteen (14) days of notification.

#### **ARTICLE XII**

There shall be no hunting from any roadway, or other designated easement for ingress and egress or for drainage, within **Wolf Creek Subdivision**.

No firearms shall be discharged within one hundred (100) feet of any property line, roadway or easement of ingress and egress of the subdivision.

#### **ARTICLE XIII**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended to successive periods of Ten (10) years unless, by vote of a majority of the then owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

#### **ARTICLE XIV**

Invalidation of any of these covenants or any part thereof by judgements or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

#### **ARTICLE XV**

No commercial timbering will be permitted upon any Lot. However, clearing for homesites will be permitted. However, no more than twenty (20%) percent of any Lot may be cleared without prior approval of **The Wolf Creek Property Owners Association Board of Directors**.

