

**DECLARATION OF RESTRICTIVE COVENANTS,  
EASEMENTS, AND CONDITIONS FOR  
FEATHERSTONE, A SUBDIVISION**

THIS DECLARATION, made this 14<sup>th</sup> day of July, 2003, by **WILLIAM L. VERNON** and wife, **CHERYL J. VERNON** (hereinafter referred to as "Declarants");

**W I T N E S S E T H :**

**THAT WHEREAS**, the Declarants are the owners and developers of real property located in Ellijay Township, Macon County, North Carolina described in the following deeds: (1) Deed dated August 30, 2002 from Alton C. Dendy and wife, Ruth M. Dendy, recorded in Book Z-25 at Pages 586-588, Macon County Public Registry; (2) Deed dated August 20, 2002 from Richard S. Jones, III, recorded in Book Z-25 at Pages 766-768, Macon County Public Registry; (3) Deed dated November 27, 2002 from Jeremy E. Griffin, Jr. and wife, Ruth A. Griffin, recorded in Book G-26 at Pages 1878-1879, Macon County Public Registry; and (4) Deed dated July 14, 2003 from Donald C. Deal and wife, Tamara Deal to William L. Vernon and wife, Cheryl J. Vernon, recorded in the Macon County Public Registry; and

**WHEREAS**, the Declarants are in the process of developing and subdividing all or portions of said real property into a subdivision known as Featherstone (the "Subdivision"); and

**WHEREAS**, the Declarants intend to sell and convey the Lots within the Subdivision and, before doing so, desire to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes, and charges, under the general plan or scheme of improvements for the benefit of all Lots in the Subdivision and for the benefit of the Owners and future Owners thereof.

**NOW, THEREFORE**, the Declarants declare that all of the Lots in the Subdivision are held and shall be held, conveyed, and hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration, all of which are declared by the Declarants, and agreed by Declarants' successor in title, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of the Lots in favor of each and all other Lots; to create reciprocal rights between the respective Owners of all of the Lots; to create privity of contract and privity of estate between the Owners of the Lots, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all other Lots and parcels in the Subdivision and their respective Owners, present and future.

The following terms used in this Declaration are defined as follows:

- A) "Association" means Featherstone Property Owners' Association, Inc., as more fully defined hereinbelow.
- B) "Declarants" means William L. Vernon and wife, Cheryl J. Vernon
- C) "Owner" or "Lot Owner" mean:
  - i. Any person, firm, corporation, other legal entity, or combination thereof, who or which holds fee simple title to any Lot.
  - ii. Any person, firm, corporation, other legal entity, or combination thereof, who or which has contracted to purchase fee simple title to any Lot pursuant to a written agreement, and which written agreement entitles such person, firm, corporation, legal entity, or combination thereof, to the exclusive right to possess and control such Lot, in which case the record fee simple owner of such Lot shall for the purposes of this Declaration cease to be the "Owner" of such Lot for so long as said agreement is legally effective.
- D) "Plat" means any plat of any Lot or Lots within the Subdivision, or any portion thereof, or any lands added to the Subdivision.
- E) "Single Family Dwelling" means a residential dwelling for one or more than one person, and if more than one person, persons related to each other by blood, marriage, or legal adoption, or in the alternative, a group of not more than four adult persons not so related who shall maintain a common household in such dwelling.
- F) "Subdivision" means the Lots created within the real property described in the deeds hereinabove referred to and all real property added thereto that are subjected to this Declaration, or to this Declaration as amended.
- G) "Lot" means any one or more of the Lots or other tracts or parcels created within the Subdivision or added to the Subdivision by recorded survey plat or by other means.

## RESTRICTIONS

1. Each Lot shall be used for residential purposes only, and no manufacturing establishment, factory, public garage, sanitarium or hospital, motel, hotel, trailer park, apartment

building, condominium, multi-family housing building, or any building of similar nature may be maintained on the same, and no unsanitary, offensive or unsightly conditions shall be allowed thereon. No house trailer, mobile home, manufactured house, travel trailer, camper, motor home, recreational vehicle or any type of temporary housing shall be placed or located upon any Lot as a residence; provided however, a Lot Owner may locate a travel trailer, camper, motor home or recreational vehicle upon the Lot Owner's Lot and occupy it as a residence for the Lot Owner's immediate family, under the following circumstances:

A) If there is not a completed Single Family Dwelling upon the Lot, for no more than 30 days during any calendar year, but in such event such travel trailer, camper, motor home or recreational vehicle must be removed from the Lot when it is not being occupied on a daily basis by the Lot Owner, and in no event may it be kept on the Lot for more than 30 days per calendar year; and

B) During the time the Lot Owner is actively constructing a Single Family Dwelling on the Lot, for a period of time not to exceed 18 months, provided that during such period of time the travel trailer, camper, motor home or recreational vehicle is connected to a septic disposal system for which all required permits have been issued by the appropriate authorities. Any travel trailers, campers, motor homes, recreational vehicles, boats, trucks used for commercial purposes or similar vehicles which are kept or maintained on any Lot shall be stored in an enclosed or screened area out of the view of other Lots in the Subdivision and roads in the Subdivision.

2. Each principal residence constructed on any Lot shall consist of not less than 1200 square feet of enclosed heated floor space on the main level. The landscaping and grassing of each Lot shall be completed within 18 months from the time any construction begins on any Lot. All exterior construction shall be completed within 18 months after it has commenced.

3. No Lot may be resubdivided unless each resulting Lot (including Lots resulting from combinations of Lots) is at least 2 acres in size, but this restriction does not apply to Lots owned by Declarants. Only one Single Family Dwelling may be constructed per Lot. No outbuildings of any kind may be constructed, except that after a Single Family Dwelling has been constructed on a Lot, provided prior written permission is obtained from the Architectural Review Committee, a two or three car detached garage, a barn or stable, a guest cottage, and one small storage building may be constructed.

4. All water systems and septic disposal systems shall be constructed and installed in accordance with the rules and regulations of authorities with jurisdiction, as from time to time amended, and no outside toilets shall be maintained upon any Lot, except during the 18 month construction period specified above.

5. No residence, building, or any other structure shall be built or maintained within 15 feet from any property line or the edge of any roadway easement, unless a variance is first obtained in writing from the Architectural Review Committee. This restriction shall not apply with respect to the interior boundaries between Lots being improved as a unit.

6. No Lot or any part thereof shall be used for a junk yard or for any unsightly or obnoxious purposes. Activities which may tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken in the front yard of any Lot, or in any driveway, garage, carport, or other place where such condition is visible from any road or from any other Lot, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices. No appliances which are not operable and in use may be kept on any Lot. All trash, garbage, and waste shall be kept in sanitary, closed receptacles. All garbage cans and similar receptacles shall be kept in an enclosed or screened area, so that the same will not be visible from other Lots in the Subdivision or roads in the Subdivision. No burning of garbage shall be done or permitted on any Lot in the Subdivision; however, the burning of leaves, clippings and trimmings is permitted so long as the same does not cause a nuisance or inconvenience to the Owners of other Lots.

7. No animals may be kept and maintained on any Lot, except that this restriction shall not prohibit the keeping of usual household pets, provided said usual household pets are at all times confined to the Owner's Lot or are allowed outside the Owner's lot only in the presence of the Owner; also, this restriction shall not prohibit the keeping of horses, provided adequate stabling, pasture, fencing and related facilities are provided for the horses, and provided the number of horses to be kept on any Lot and the stabling, pasture, fencing and other facilities therefor are approved in advance in writing by the Architectural Review Committee. No animal may be maintained on any Lot if it makes such an amount of noise as to frequently or habitually disturb Owners of other Lots.

8. It shall be the responsibility of each Lot Owner to maintain a 15" or larger drain tile on any portion of his Lot where a driveway crosses or any other thing obstructs a drainage ditch. All soil disturbing activities, including without limitation grading house sites, constructing driveways, and landscaping, regardless of their extent, must conform to prevailing laws and regulations regarding erosion control, both during construction and afterward, and must not impair the erosion control measures previously installed by the Declarants.

9. No commercial or business activities may be carried on on any Lot, except that this provision shall not prohibit the leasing or renting of any Single Family Dwelling on any Lot for any length of time and shall not prohibit in-home businesses or offices that do not invite the general public upon the premises.

10. It shall be the responsibility of each Lot Owner to provide adequate parking space for motor vehicles on his or her Lot. Parking on the Subdivision roads or within the rights of way thereof is prohibited. All parking areas and driveways on all Lots must be surfaced completely immediately upon installation and thereafter maintained with gravel, concrete, asphalt or other appropriate paving material. No unlicensed or inoperable vehicles may be maintained or kept on any Lot in the Subdivision.

11. In order to minimize noise pollution, the use of motorized lawnmowers, lawn tractors, grass trimmers, garden tillers, chain saws, blowers and other equipment (including but not limited to equipment with electric engines and gasoline powered engines) shall be prohibited before 8:00 a.m. and after 9:30 p.m.

12. No Owner or Owners of any Lot shall operate or permit to be operated by those under their control, or by those who ought to be under their control motorcycles, three wheelers, four wheelers, ATV's, off-road vehicles or similar vehicles within the boundaries of the Subdivision, except for legitimate purposes of transportation to and from work into and out of the Subdivision. It is the intention of this restriction to prohibit sport riding or joy riding upon such vehicles within the boundaries of the Subdivision. No vehicle may be operated within the Subdivision unless it is currently and legally licensed and insured. Any operator of any motorized vehicle within the Subdivision must have a valid driver license.

13. A) Declarants reserve unto themselves, their heirs, successors and assigns, and reserve and grant to the Association, to Duke Energy Corporation and to all other public utility companies, a perpetual, alienable and releasable easement and right of way on, over, and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, and conduits, sewers, water mains, and other suitable conduits and equipment for the transmission and discharge of electricity, telephone, gas, sewer, cable television and other public conveniences or utilities on, in, or over all roadway easements within the Subdivision and within the ten foot wide strip immediately inside the boundary of each Lot; provided, in the event of the improvement of two or more Lots as a unit, such easement shall not exist with respect to interior Lot lines unless use of such easement for such purposes has already begun. By reservation of said easements, the Declarants do not obligate themselves or the Association to provide any utility service to any Lot.

B) Declarants expressly reserve unto themselves, their heirs, successors and assigns, the right to add additional lands to the Subdivision, and if the Declarants do add additional lands to the Subdivision then the definitions contained hereinabove of "Subdivision" shall be deemed to include the lands so added and the definition contained hereinabove of "Lot" shall include all Lots created within said additional lands. The right herein reserved to the Declarants, their heirs, successors and assigns, to add additional lands to the Subdivision may be exercised by it any number of times. Further, Declarants specifically reserve unto themselves, their heirs, successors and assigns, the right to burden the Subdivision roads, easements and rights of way, by granting easements and rights of way over the same to serve and to be appurtenant to lands added to the Subdivision and lands lying outside the boundaries of the Subdivision. It is specifically the intent of the Declarants to reserve unto themselves, their heirs, successors and assigns, the right to establish additional easements and rights of way over the Subdivision roads to serve any and all lands later added to the Subdivision and any and all Lots created therein, and to serve lands lying outside the boundaries of the Subdivision.

C) Declarants reserve unto themselves, their heirs, successors and assigns, and declares for the benefit of the Association, its successors and assigns, a perpetual easement for

the erection, maintenance and repair of subdivision signs upon any Lot which adjoins any public road, which easement shall include the right to erect, maintain and repair walls and lighting at the site of the sign and to landscape the area in the vicinity of the sign.

14. There is hereby established for the Subdivision an Architectural Review Committee ("ARC") to ensure the development of the Subdivision and the improvement of the Lots therein in accordance with this Declaration, and to control the type, nature, and design of all building, structures, and other improvements constructed within the Subdivision. The Declarants shall have the right to appoint the members of the Architectural Review Committee, unless and until the Declarants shall assign such right and responsibility to the Association, in which event the Board of Directors or other governing body of the Association shall constitute, or shall have the right to appoint, the members of the Architectural Review Committee. At all meetings of the Architectural Review Committee, two-thirds ( $\frac{2}{3}$ ) of its members shall constitute a quorum, and shall act by majority vote and keep proper records and minutes. No principal residence, garage or storage building shall be erected, placed, or altered on any Lot within the Subdivision until the proposed building and plot plans showing detailed specifications, elevations, dimensions, exterior color and finish, location of improvements, drives and parking areas shall have been specifically approved in writing by the Architectural Review Committee. In addition, no swimming pool, wall, fence, hedge used as a wall, or other structure or man-made improvement whatsoever shall be erected, placed or altered on any Lot within the Subdivision until the same shall have been specifically approved in writing by the Architectural Review Committee. No land clearing, filling or grading shall be done on any Lot within the Subdivision until the plans for the same shall have been specifically approved in writing by the Architectural Review Committee. The Architectural Review Committee may make available to Lot Owners architectural guidelines for use in Lot Owners' preparation of building and plot plans. The Architectural Review Committee shall review all plans and specifications and requests to it taking into consideration harmony of exterior design, color, and location in relation to other structures and Lots in the Subdivision. The Architectural Review Committee shall have the authority to grant variances to the set back requirements contained hereinabove. Every Lot Owner agrees for himself, his heirs, successors and assigns, by the acceptance of his deed, that the Architectural Review Committee shall have total authority to accept or reject any plans or requests submitted to it and that refusal or approval of plans, locations, specifications, or other requests may be based by the Architectural Review Committee upon any grounds including purely aesthetic considerations. Provided, however, the Architectural Review Committee may not act arbitrarily or unreasonably.

All plans, specifications, and other requests submitted to the Architectural Review Committee must be submitted at least twenty days prior to the anticipated commencement of the proposed work. All submissions to the Architectural Review Committee shall contain the name, address, and telephone number of the Lot Owner, and the name, address, and telephone number of any contractor or architect involved. The Architectural Review Committee shall transmit its decision to the affected Lot Owner within fifteen days of receipt by it of all information required or needed to make its decision.

15. No outdoor clotheslines will be permitted on any Lot. No swingsets, sculptures, statues, or other artificial yard toys or adornments will be permitted on any Lot without the express prior written permission of the Architectural Review Committee.

16. No fuel tanks or similar storage receptacles may be maintained on any Lot unless the same are installed so that they are not visible from any place outside the Lot.

17. No permanent or temporary antennae of any kind for television, radio, short-wave, or any other use may be erected, placed, maintained, or located upon any Lot without the express prior written permission of the Architectural Review Committee, and any antennae approved by the Architectural Review Committee must be installed, painted and maintained in such a way as may be from time to time provided by the Architectural Review Committee. The provisions of this restriction specifically include dish and saucer type antennae larger than 24 inches in diameter.

18. No sign of any kind shall be displayed to the public view on any Lot, except as provided in paragraph 13 C) hereinabove, and except that with the prior written approval of the Architectural Review Committee, a sign displaying the owner's name or a sign advertising the property for sale or rent may be maintained.

19. No flagpole extending beyond seven feet in height or length shall be erected upon any Lot or attached to any structure upon any Lot and no flag may be flown for any reason at any time except the flag of the United States of America or the flag of the State of North Carolina, unless approved in writing in advance by the Architectural Review Committee. No decorative items such as statuettes or renderings of animate or inanimate objects may be erected or maintained upon any Lot unless the same are installed so that they are not visible from any place outside the Lot and are approved in writing in advance by the Architectural Review Committee.

20. Open, Grassy areas such as lawns and meadows shall be mowed at least two times per year, once prior to July 1 and once prior to November 1.

21. No building constructed on any Lot shall have tar paper, metal, asbestos, unfinished plywood or rough hewn irregular edged type siding. No building constructed on any Lot shall have visible concrete blocks, and any and all concrete blocks used in construction on any Lot shall be covered with stone, brick, stucco, wood or similar siding.

22. Primary electrical lines installed by arrangement of the Declarants for the purpose of furnishing electrical power into the Subdivision and to the Lot boundaries may be installed underground or overhead, in the discretion of Declarants. Secondary electrical lines that are installed upon any Lot leading from the primary electrical lines into the Lot must be installed underground.

23. No Owner of any Lot may grant an easement or right of way across the Lot for any reason or at any time to any person or entity other than the Declarants or the Association unless the same shall first be approved in writing by the Declarants.

24. Each Lot and each Lot Owner shall and must automatically be a member of the Association. Each Lot and each Lot Owner shall be subject to all duly adopted articles, by-laws, rules and regulations, and resolutions of the Association. The by-laws of the Association are incorporated by reference herein.

25. The Declarants shall have the responsibility of constructing all Subdivision roads up to the standard of a well-graded, well-graveled, well-ditched, and well-drained road, but after such construction the Declarants shall not have any further responsibility with regard to the roads and the maintenance and upkeep of said roads shall be the responsibility of the Association. Only the Declarants shall have the authority to name or change the names of roads in the Subdivision. The Declarants may but are not obligated to create well and water systems and other systems, facilities and amenities within the Subdivision. If any well and water systems or other systems, facilities or amenities are created by the Declarants in the Subdivision, the Declarants shall have the right, but not the obligation, to assign the obligation for the maintenance and upkeep of the same to the Association. The Declarants shall have the right to convey real property to the Association for use as common areas for the Association and all Lot Owners. The Association shall have as its primary function the obligation to maintain and repair the roadways in the Subdivision after their construction by the Declarants and to maintain, repair and take other necessary actions with respect to such water systems, other systems, facilities and amenities, and common areas in the Subdivision as are installed by the Declarants and assigned to the Association or as are conveyed by the Declarants to the Association. The Association shall have the express authority to pave the roads within the Subdivision, and shall have the express authority to assess the Lot owners to pay for the costs thereof. All such roadways, water systems, and other systems, facilities and amenities, the maintenance and repair responsibility of which is that of the Association, shall be maintained and repaired up to a standard at least as good as the same are in at the time the Association commences having responsibility for the same. Each Lot shall be assessed for the costs of the maintenance, repair and upkeep of the roadways maintained by the Association. Each Lot which has rights to any well or water system or other systems, facilities and amenities, or common areas, which the Association has the obligation to maintain and repair shall be assessed for the maintenance and repair of the same. Provided, the Declarants shall not be assessed for any reason for more than three Lots. The Association shall have such other and further powers as may be adopted and set forth in its by-laws as may now be in existence or may be adopted in the future, provided the Association may not supersede its limitation as to the number of Lots for which it may assess the Declarants.

If any person damages the Subdivision roads or common properties for any reason, that person shall be responsible for paying to repair the same to the original condition. Each Lot Owner shall, before the beginning of construction of a dwelling on any Lot, pay to the Association for the maintenance and repair of the Subdivision roads the sum of \$300.00, which shall be applied directly to the costs of maintenance and repair of said Subdivision roads. If construction on any Lot



causes damage to the Subdivision roads in excess of \$300.00, the Owner of such Lot shall pay to the Association such amount as is necessary to repair the road to its original condition.

The Declarants shall not have any responsibility to maintain the Subdivision roads except in the manner of any other Lot Owner.

The Association shall periodically, at least annually, assess each Lot Owner for his share of the costs and expenses of the maintenance, repair and upkeep of the roads, water systems and other systems, facilities, amenities, and common areas, the maintenance responsibility for which is that of the Association. The Association shall also have the authority to levy special assessments for unusual expenditures, such as paving the Subdivision roads. Payment of such assessments shall be due thirty days after notice thereof is sent. If not paid within said thirty day period, such assessments shall be deemed delinquent and shall commence bearing interest from such time at the rate of eighteen percent per annum.

Any assessment levied against any Lot which so becomes delinquent shall constitute a lien upon such Lot when filed of record in the office of Clerk of Superior Court for Macon County, North Carolina, in the manner provided therefor by Article 2 of Chapter 44A, Statutory Liens on Real Property, of the North Carolina General Statutes, or its successor statute. The claim of lien shall be filed in the name of the Association. The Association shall have the right to proceed in its own name in any court of competent jurisdiction. The claim of lien may be foreclosed in a like manner as a mortgage on real estate under the Power of Sale under Article 2A of Chapter 45 of the General Statutes.

If any delinquent assessment is placed in the hands of any attorney for collection, there shall be added to the amount due all costs of collection, including all reasonable attorney's fees.

The lien shall include the amount of all interest which accrues and continues to accrue upon the assessment, and shall include the aforementioned costs of collection and attorney's fees.

All assessments, interest, costs and attorney's fees shall be and constitute the personal joint and several obligation of each Lot Owner. The Association or any other Lot Owner may bring an action against the Lot Owners in default to seek a money judgment for the amount of the assessments, interests, costs of collection and attorney's fees.

Any person may purchase the Lot at any sale ordered pursuant to an action to foreclose the lien.

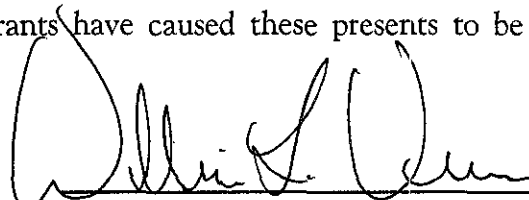
26. The name "Featherstone" and any similar expression of said name are the sole and exclusive property of the Declarants and cannot be used by any other person or entity for any reason except to identify the Association or any Lot subject to this Declaration.


27. In the event of a violation or breach of any of these restrictive covenants, the persons and entities entitled to enforce them or any one or more of them, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to restrain or enjoin the violation of the terms hereof.

28. This Declaration may be amended by means of a duly recorded amendment signed by the Declarants until such time as they have sold fifteen Lots in the Subdivision. This Declaration may be amended by means of a duly recorded amendment signed by the Owners of two-thirds (2/3) of the Lots subject to this Declaration. This Declaration may also be amended by the Association by a two-thirds (2/3) majority vote of its members at a duly called members meeting at which a quorum is present, and in such event the appropriate officers of the Association shall record the proper amendment.

29. This Declaration shall be effective for a period of seventy-five (75) years from and after its date as set forth above.

IN WITNESS WHEREOF, the Declarants have caused these presents to be properly executed.

  
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WILLIAM L. VERNON (SEAL)

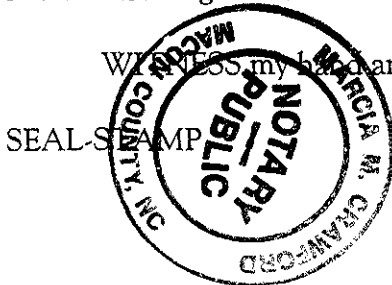
  
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CHERYL J. VERNON (SEAL)

NORTH CAROLINA  
MACON COUNTY

I, Marcia M. Crawford, a Notary Public, do hereby certify that  
(type or print name of Notary)

WILLIAM L. VERNON and wife, CHERYL J. VERNON, personally appeared before me this date and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 15 day of August, 2003.



Marcia M. Crawford  
Notary Public  
My commission expires: 8-28-06

NORTH CAROLINA  
MACON COUNTY

The foregoing or annexed certificate of Marcia M. Crawford a Notary Public, is certified to be correct. This instrument was presented for registration and recorded in this office in Book F-27 at Pages 643-653.

This 15 day of Aug., 2003, at 12:47 o'clock P. .M.

Debbie K. Hearn

By: James G. Walker (asst)

REGISTER OF DEEDS

WARESTRICT\featherstone.rest.sopd