

Prepared by Robert W. Wolf, Attorney at Law
138 South Broadway, Forest City, NC 28043

**DECLARATION OF COVENANTS AND RESTRICTIONS
OLE PLANTATION**

WHEREAS, The Peaks at Lake Lure, a North Carolina Limited Liability Company, but referred to hereinafter as "Developer," is the owner of the OLE PLANTATION property, which is approximately 250 acres of land located in Green Hill Township in Rutherford County, North Carolina; and

WHEREAS, the Developer may add to the declaration as may pertain to additional properties in future stages of development; and

WHEREAS, The Peaks at Lake Lure, LLC, the owner and developer of said property, intends to subdivide said 250 acre tract, and prior to subdividing and conveying lots or parcels out of said 250 acre tract, desires to place and impose certain conditions and restrictions upon said lots or parcels for the use and benefit of all the lots or parcels created by such subdivision and future owners thereof in order to promote the best interests and protect the investments of said owners, and the successor or successors of each of them, and for the use and benefit of all subsequent owners of said lots or parcels and each of them.

NOW, THEREFORE, in consideration of the premises, said owner, hereinafter referred to as "Developer," for the use and benefit of itself and for the use and benefit of its successors and assigns, and for the use and benefit of its future grantees, and for the use and benefit of all subsequent owners of said lots, does place and impose hereby on all of the existing lots and on all of the lots to be created by the aforesaid subdivision, the following conditions and restrictions:

ALL PHASES OF DEVELOPMENT:

1. No mobile homes or on-frame modular homes will be allowed.
2. One detached outbuilding will be permitted as long as the materials used to cover the outside match the outside covering of the residence. There will be no vinyl or aluminum siding on any residence erected upon the lots subject of these covenants and restrictions.

3. Each owner of a lot in OLE PLANTATION will be a member of The OLE PLANTATION Property Owners Association.

4. The Developer, The Peaks at Lake Lure, LLC, retains unto itself up until the time the Association is turned over to the new owners the right to:

(a) Add to or amend these covenants and restrictions for any lots still owned by the Developer by recording said amendments in the Rutherford County Register of Deeds Office.

(b) Grant variances for any provision of these covenants and restrictions to any individual lot owner by providing the variance in writing in recordable form to the said owner.

5. Variances may be granted by the President, Vice-President, and an advisory committee consisting of five (5) OLE PLANTATION Property Owners Association members after the property has been turned over to the Association as provided in paragraph 9 hereafter.

6. The covenants and restrictions herein set forth (or as amended) shall exist and be in full force and effect until September 30, 2026, and shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such a ten (10) year period an instrument signed by the owners of a majority of lots subject to this declaration agreeing to terminate, amend, or modify the declaration shall have been recorded in the office of the Register of Deeds for Rutherford County.

7. At the discretion of the Developer or when 75% of the lots are sold (whichever comes first) the Association will be turned over to the owners of said lots and they will elect their own officers (President, Vice-President, Secretary, Treasurer, and Alternate, along with an advisory committee of five members) and assume all management responsibilities.

8. After the Developer turns the Association over to the new owners, the elected President and Vice-President along with an advisory committee consisting of five (5) members of the OLE PLANTATION Property Owners Association will have the right to grant variances pertaining to any individual lot as set forth in paragraph 5(b) above.

9. The Association, through one or more of its elected officers, will have the power to enforce, in accordance with the laws of North Carolina, collection of dues and compliance to the covenants and restrictions, including the recovery of damages and the restraining of violations.

10. The elected officers will have the power to set Association dues on a yearly basis. However, if these dues need to be adjusted upward more than 5% in any given year, then a meeting with the entire Association membership must be called for this purpose with at least 30 days notice, at which time 75% of the members in good standing attending the meeting in person or through proxy (provided a quorum is present) must vote positive to effect the raise.

11. At the first meeting called by the Association for a specific reason, a quorum of 51% must be present (personally or through proxy) to effect any business. If a quorum is not met, then a second meeting for the same purpose may be called with a 2 week notice and 25% of the owners (personally or through proxy) will represent a quorum.

12. Each lot will pay \$400.00 per calendar year Association dues for maintenance of roads and other minor Association expenses (i.e.: postage, meeting place, etc.) Prorated dues will be collected at closing for the remainder of the calendar year, excluding the month of closing, adjusted from time to time by the Association.

13. Property owners that own two lots with a common property line (contiguous lots) will pay only one Association fee unless and until one of the two lots are sold to another party, at which time both lots are subject to the full amount of the Property Owners Association dues, as they pertain to an individual piece of property. Property owners owning more than two lots will pay the full Association fee for each lot they own, except for the second contiguous lot.

14. Any members not paying their dues promptly (by January 31 of each calendar year) will be assessed an additional \$10.00 per month, adjusted from time to time by the Association.

15. No recorded lot in OLE PLANTATION will be allowed to have more than two (2) single family residences constructed on it. The Developer only guarantees one (1) perc per lot.

16. There shall be no raising of any farm animals, commercial swine, or poultry established on any lot in the subdivision.

17. No loud or offensive activities shall be allowed on any property by any owner or guest that would affect the peace, quiet, and enjoyment of their neighbors.

18. Any animals maintained on any lot that become a nuisance, such as, but not limited to, continually barking dogs, must be removed from the subdivision.

19. No more than one (1) unlicensed, unregistered, uninsured vehicle may be maintained on any lot, and it must be kept undercover or out of sight of any common roadways and homes.

20. No tractor trailers or large dual tandem trucks may enter OLE PLANTATION except for the purpose of delivery or pick up.

21. Utility easements, road rights of way, and minimum building setbacks pertaining to any phase of development shall be as shown on plats thereof of record. As to any future development or phases of development, the utility easements, road rights of ways, and minimum setback lines shall be as follows:

(a) A utility easement of 30 feet is reserved along interior lot lines, 15 feet on either side of line. A utility easement of 15 feet on the interior side of the line is reserved on exterior lot lines.

(b) The right of way for all roads is 50 feet, unless otherwise shown on the plat.

(c) Building setbacks are as follows: 20 feet from all street right of way lines, 20 feet from all rear lines, 20 feet from all outside boundaries, 30 feet from all creek boundaries, and 15 feet from side lot lines that are not outside boundaries.

22. The Developer retains the right to add to its subdivision and to this original declaration any real estate which said Developer may acquire in the future, provided that any such future acquired real estate is either adjacent or contiguous to a future acquisition which in turn is adjacent or contiguous to the original 250 (approximately) acre tract. Any such future acquired real estate may upon the recording of a supplemental declaration be subjected to all the provisions, rights, duties, privileges, and obligations as set forth in this declaration.

23. Any purchaser of any lot within OLE PLANTATOIN may cut any pine trees on said lot, but is required upon such cutting or clearing to remove, bury, or burn within 90 days

any such trees or debris from any portion of said lot where said cut trees or debris are visible from any road right of way or other lot and any such portion so affected must be landscaped, reseeded, or replanted within the same 90 day period.

24. The cutting of any hardwood trees ten (10) inches in diameter or larger is prohibited on any lot except within fifty (50) feet of the house site, which is to include a swimming pool area or other construction directly connected to the house. In the event a tree should become so large that it obstructs the view to the house, then and in that event, the tree shall be allowed to be cut.

25. Necessary precautions must be taken when any ground is disturbed so as to prevent erosion and sediment from reaching any stream, creek, lake, roadway, walking easement, or other lot.

26. Any damage done to any Association roads, ditch lines, or grassed areas by lot owners, their guests, or general contractors must be promptly repaired by said owners at their expense, or if the repair is performed or contracted for by the Association, the owners will be financially responsible for reimbursing the Association for said repairs, and all costs related to the repairs.

27. No discharging of firearms will be allowed from, on, or over any road rights of way or within 500 feet of any residence in OLE PLANTATION. All laws of the state of North Carolina must be adhered to.

28. There shall be no accumulation or burning of junk or trash allowed on any lot in OLE PLANTATION.

29. No motorized vehicles, such as motorcycles, 2 and 3 wheel ATVs, cars, or trucks may be operated on any roads within OLE PLANTATION by any underaged or unlicensed individual.

30. Household pets, such as cats and dogs, are allowed, but must be kept so as not to become a nuisance to the neighbors.

31. All roads and driveways that serve two (2) or more lots as shown on the original plat of OLE PLANTATION will be maintained by the Association, excluding Lots 1-11; Lots 1-11 will be exempt from Property Owners Association dues.

32. Lots may not be subdivided.

33. Each lot shall be used for residential purposes only and for no other purpose.

34. There shall be no camping of any kind upon any lot in OLE PLANTATION.

35. No business or commercial activity of any kind shall be conducted on any lot within OLE PLANTATION or any phase thereof, with the exception of the business of the Declarant and/or the Transferee of the Declarant in the development and sale of all the lots in said subdivision or its phases.

36. All homes constructed on the property must have the exterior completed within six (6) months of the start of construction and contain at least 1,400 square feet of heated living area, not including decks, garages, and basements.

37. Initially, OLE PLANTATION and/or The Peaks at Lake Lure, LLC, will complete all roads in the subdivision and maintain the same until the Association is turned over to the owners. Pursuant to the provisions of Section 136-102.6 of the North Carolina General Statutes, prospective purchasers of lots and property in the subdivision of any phase described or shown on the plat are hereby advised that the roads and streets are private and the responsibility for the maintenance of said roads and streets rests with the Developer and/or the Property Owners Association. Roads in OLE PLANTATION are built to county and state standards.

38. Unless otherwise ordered by the Rutherford County Planning Commission, no parcel of land in OLE PLANTATION may be used for ingress or egress to or from any other properties not originally a part of the subdivision (unless such other properties are added by the Developer as permitted by paragraphs above.)

39. There shall be no signs of any kind, shape, or format erected within OLE PLANTATION. This provision includes, but is not limited to, any "For Sale" signs by a realtor or real estate sales firm. This provision shall apply for a period from January 1, 2007, until December 31, 2011.

40. These covenants and restrictions are to run with the land and shall be binding on OLE PLANTATION and all persons claiming under it. The invalidation of any one of the covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants may be enforced by OLE PLANTATION, and/or The Peaks at Lake Lure, LLC, the Association, or the owner of any lot within the subdivision.

41. If an action is brought by OLE PLANTATION and/or The Peaks at Lake Lure, LLC, or OLE PLANTATION Property Owners Association to enforce any of these covenants, the violator must pay all costs and expenses of such action, including reasonable attorney's fees.

Herman Sisk, Developer and Owner

Johnny Sisk, Developer and Owner

Randy Wilson, Developer and Owner

Deborah Prince, Broker and Owner

NORTH CAROLINA
RUTHERFORD COUNTY

I, a Notary Public of the County and State aforesaid, do hereby certify that Herman Sisk, Johnny Sisk, Randy Wilson, and Deborah Prince personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial stamp or seal, this the ____ day of _____, 2007.

Notary Public

My commission expires: _____