

Crooked Creek Property Owners Association

Restrictive Covenants



(Amended Bylaws Effective March 13, 2009)

History of Our Restrictive Covenants:

We have to thank the founders of our Crooked Creek subdivision for their wisdom and foresight in creating such a remarkable set of covenants. Although now 40 years old, they are in reality only slightly changed from the original version which focused so strongly on the key matters of how to be good neighbors to one another. In the event neighborhood disputes should arise concerning matters addressed by the covenants, guidelines for their resolution have been created and are presented in the back of our annual directory. The Board of Directors will assist in an incremental process to achieve satisfactory resolution of problems.

The restrictive covenants were initially formalized on December 9, 1968. Several additions were made to the covenants over the years as outlined in the itemized Chronology, but none affecting the original restrictions were introduced until the one executed on February 9, 1987 which added the prohibition of television satellite receiving antennas. Two subsequent amendments resulted in relaxing this restriction but now limit their maximum size. The original document and the changes were registered and recorded in the Henderson County Register Deeds Office, (see Chronology for specific locations). Other amendments were introduced and approved in subsequent years. The last two (Paragraphs 7 and 19), one dealing with fencing and the other which established the maximum size for satellite TV antennas, were approved in 2002. A consolidation of the original covenants and the amendments through 2002 is contained in Appendix D.

The restrictive covenants provide all property owners in the subdivision with a contractual agreement on what each member of our community will or will not do on and with their property for the mutual benefit of all members of our community.

Without such a document we would be free to do almost anything that pleased us as individuals but this most certainly would lead to the aggravation and annoyance of many neighbors. Although each of us might wish to take exceptions to some of the restrictions, we have, by virtue of our accepting a deed to property here, agreed to abide by all of the restrictive covenants in the interest of harmonious community relationships with common goals in everyday living and growth.

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Crail Valley Corporation does hereby declare, promise, covenant, and agree on behalf of itself and all purchasers, their heirs and assigns, of lots in Crail Valley Corporation, Section I as shown on plat recorded in Plat Book 8, page 57, Henderson County Registry, that for the greater benefit and help of lot owners and to protect the value of structures erected on these lots, the subdivision shall be subject to the following restrictions and limitations:

1. Said lots shall be used for residential purposes only, and shall not be used for any business or commercial purposes.
2. Said lots in the said "Crooked Creek, Section I" shall be residential lots, and no structure shall be erected altered placed or permitted to remain on any of said lots except one detached single family dwelling of not more than two and one half stories in height, with or without a carport, and a private garage if desired for not more than three cars and other out-buildings in the rear of the dwelling house which may be incidental to normal residential use in subdivisions of similar category.
3. No dwelling shall be erected on any of the said lots which shall have a value at time of erection of less than One Hundred Twenty-One Thousand Dollars (\$121,000.00) or contain a heated-area living space of less than 1,700 square feet, of which not less than 1,200 square feet shall be on the first or ground floor. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, and porches shall not be counted.
4. Set-backs must comply with existing Henderson County Zoning Ordinance as the same exists or as hereafter amended.
5. There are reserved in Crail Valley Corporation easements as described below for installation of drainage facilities and installation, replacement, and maintenance of utility lines including pipelines, as shown on the recorded plat of this subdivision, and additions thereto, and in addition thereto for a distance of ten (10) feet along all interior lot lines, said ten (10) foot easements being five (5) feet on each side of each interior lot line, provided that if at the time of the initial conveyance of any lot or lots of said subdivision there shall be a change in the size or shape of any building lot by adding a strip of land to a lot or by deleting a strip of land from a lot, the ten (10) foot easement herein reserved shall be five (5) feet on each side of the interior lot line of the lot as initially conveyed by Crail Valley Corporation. Easements for installation and maintenance of utilities are reserved over the rear five (5) feet of each lot. All areas indicated as streets and easements on said plats are hereby dedicated to public use for such uses forever.
6. No structure may be constructed with an exterior wall finish of material of concrete or cinder block type construction nor be finished in asbestos siding shingles. No building of any kind shall be moved from any other place onto any of the said lots or from one lot onto another lot within this subdivision.

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7. Fences, walls and signs may be erected or placed on lots provided:

1. No fence or wall over four (4) feet high, excluding columns or posts, shall be erected or maintained on the property beyond the front building set back lines.
2. No metal fences of the type described and known as "chain link" fences may be constructed, nor permitted to remain, within forty (40) feet of any street within this subdivision.
3. No sign other than the name and address of the owner or occupant and a single "For Sale" or "For Rent" sign shall be displayed on the property. A single additional sign may be erected on lots which adjoin the golf course, which sign should face the golf course
4. Additional signs of a regulatory nature may be erected on a lot after permission has first been obtained from the Crooked Creek Property Owners Association's Board of Directors.

8. No animals or poultry of any kind, except household pets, may be kept on the premises; no trailers, tents, shacks, or other temporary structures may, at any time, be used as a residence; neither shall any use be made of the premises that would be offensive or obnoxious to the adjacent property. Any trailers or portable "camping equipment" parked or stored on the property on any lot must be kept within an enclosed garage or fenced utility yard and must not be visible from the adjacent property.

9. It is understood and agreed that these restrictions are made for the mutual benefit of Crail Valley Corporation and any and all subsequent grantees, and all such parties shall be deemed to have a vested interest in these restrictions and the right to enforce same. The failure to enforce shall in no way be deemed a waiver of the right to do so.

10. Each improved lot owner shall provide receptacles for trash and garbage in a screened area not generally visible from adjacent properties or shall provide underground receptacles. No trash may be piled on the lawn, streets, or gutter areas and allowed to remain more than twenty-four (24) hours before pickup.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No unsanitary condition prejudicial to the public health shall be permitted. All sewage shall be disposed of by septic tanks approved of by the State Board of Health until such time as a regular sewage system becomes available. No liquid waste of any description shall be drained, dumped, or disposed of in any way into open ditches or watercourses.

12. No lot shall be divided, nor shall any portion less than the whole of any one lot be sold or conveyed, provided that any lot may be subdivided into two or more portions, which portions shall be owned by the respective owners of the lots adjoining on each side so as to become parts thereof.

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13. Crail Valley Corporation and its successors in title may devote any lot or portion thereof, not already sold, for any constructions and uses which it, in its discretion, deems necessary in order to provide the subdivision with utilities.

14. It is understood and agreed, and subsequent grantees expressly agree by acceptance of the deed conveying any lot within this subdivision, that any portion of the restrictive covenants may be released, changed, modified or amended by a majority vote of the then property owners of this subdivision, including any additions thereto. Each lot owner, including Crail Valley Corporation, shall have one vote for each and every lot then owned by that lot owner within this subdivision, and within any additional section hereinafter added to this subdivision. The written and recorded modifications of these restrictions, signed by owners of a majority of the lots in the subdivision shall be sufficient to constitute an amendment of these restrictions without notification to any person or persons.

15. The invalidation of any one or more or any part of any one or more of the covenants and conditions set forth herein shall not affect or invalidate the remaining covenants or portions thereof.

16. All papers and instruments hereinafter provided for to be submitted to Crail Valley Corporation shall be delivered personally or by registered mail to Crail Valley Corporation, c/o Mr. Don Broadwell, Box 3587, Fayetteville, North Carolina.

17. These restrictions apply only to Section 1 of this subdivision, In the event Crail Valley Corporation chooses to do so, it may subject additional property, adjacent to the property described in Section 1 of Crail Valley Corporation, to the same restrictions as are imposed upon this Section 1. A recorded instrument indicating this intention making reference to said additional plat, properly executed by Crail Valley Corporation shall be sufficient to accomplish this.

18. There is located adjacent to the property shown on the recorded plat Crooked Creek Section 1, which plat is recorded in Plat Book 8 at Page 57, Henderson County Registry, a **Lake** and a **Park**, the said lake and park being within a single outside perimeter and described as follows:

BEGINNING at a stake in the easternmost corner of Lot 53, Section 1, of the Crooked Creek Subdivision as shown on plat recorded in Plat Book 8, Page 57, Henderson County Registry; thence with the golf course line, South 29 deg. 36 min. East, 290.64 feet to a stake; thence continuing with the golf course line South 09 deg. 49 min. West, 459.89 feet to a point; thence North 63 deg. 56 min. West, 481.39 feet to a stake in the eastern right of way margin of Crooked Creek Road; thence crossing the road, North 47 deg. 33 min. West, 65.09 feet to a stake in the western right of way margin of Crooked Creek Road; thence with a line above the high water line of the lake as follows: North 51 deg. 31 min. West, 305.29 feet; North 39 deg. 47 min.

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West, 71.24 feet; North 45 deg. 17 min. West, 65.76 feet; North 74 deg. 24 min. West, 127.27 feet; North 70 deg. 13 min. West, 143.19 feet; North 71 deg. 12 min. West, 193.69 feet; North 82 deg. 13 min. West, 122.13 feet; North 71 deg. 13 min. West, 157.31 feet; North 67 deg. 16 min. West, 114.58 feet; North 21 deg. 27 min. West, 112.62 feet; North 03 deg. 52 mm East, 72.36 feet; South 44 deg. 44 min. East, 92.82 feet; South 53 deg. 04 min. East, 85.71 feet; North 66 deg. 56 min. East, 138.06 feet; North 88 deg. 10 min. East, 210. 06 feet; North 84 deg. 41 min. East 106.42 feet; North 72 deg. 32 min. East, 81.94 feet; North 35 deg. 10 min. East, 79.84 feet; North 13 deg. 38 min. West, 190. 07 feet to a stake in the Southeastern right of way margin of a 60 foot street, said stake being the westernmost corner of Lot 98, "Crooked Creek", Section 1; thence with the various lines of Lots 98, 99, 100, and 101 of "Crooked Creek", Section 1 as follows: South 40 deg. 52 min. East, 101.48 feet; South 35 deg. 08 min. East, 61.64 feet; South 34 deg. 53 min. East, 176.30 feet; South 36 deg. 38 min. East, 64.58 feet; South 53 deg. 38 min. East, 86.39 feet; South 51 deg. 26 min. East, 101.50 feet; South 78 deg. 55 min. East, 94.32 feet; North 69 deg. 50 min. East, 101.76 feet; North 38 deg. 56 min. East, 106.77 feet to a stake in the western right of way margin of Crooked Creek Road, said stake being the easternmost corner of Lot 101; thence crossing Crooked Creek Road, South 28 deg. 20 min. East, 207.88 feet to a stake in the eastern right of way margin of Crooked Creek Road at the southwest corner of Lot 53; thence with the southern line of Lot 53, North 84 deg. 30 min. East, 200 feet to the BEGINNING.

This lake and park shall be available for use by each and every lot owner of a lot in this subdivision, whether within a section shown on the presently recorded plat or whether a lot within a section of Crooked Creek shown on a plat to be recorded hereafter, subject to the following restrictions, which restrictions shall be enforced by the lot owners of this subdivision in the same manner as is above provided:

A. No building shall be constructed on the lake or on the park other than one building to be constructed on the park for the purpose of storage of maintenance or recreational equipment, provided that this building shall not be constructed without the prior approval of plans and specifications by Crail Valley Corporation or its successor and such approval which shall be in writing, shall apply to location of such building within the park.

B. The construction of one dock or landing per property owner on the shoreline of the lake shall be permitted only in accordance with the following constraints and guidelines:

1. prior to the construction of any new dock, the property owner must obtain all necessary permits as required by Henderson County or the State of N.C.
2. the size (surface square footage of dock space over the water) shall be no greater than twenty-five square feet,
3. a maximum of four supporting posts will be allowed in the lake bed,
4. no roofs, walls or overhead structures will be allowed as part of the dock,
5. the color of the dock must be natural wood-like color,
6. the dock owner at his/her expense must remove the dock immediately upon notification by the CCPOA Board that the lake is being dredged and/or repaired if the dock will interfere in any way with the lake repairs, and

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7. prior to the construction or replacement of a dock, the property owner must submit a plan/design to the CCPOA Board for approval.

The CCPOA Board may not withhold approval for the construction or approval of a dock if the proposed design of the dock meets the constraints and guidelines specified above. All docks that exist on the lake as of February 15, 2009, can remain as they are, however they will be subject to constraints (6) and (7) as described above. The CCPOA is empowered to take any steps it deems necessary to remove, at the property owner's expense, any dock that is constructed or replaced after February 15, 2009, that fails to comply with the constraints and guidelines specified above. With the exception of swings and other recreational equipment for children in the park, and a possible future privately funded community dock or gazebo on the lake, no other structures shall be constructed in the park or on the lake.

C. Nothing shall be done around the margins of the lake which shall cause or permit erosion or a weakening of the dam or other margins of the lake.

D. No activity other than fishing or boating by the lot owners (within the limits set out below) shall be permitted on the lake. Canoes, rowboats, and sailboats shall be permitted on the lake. No boat propelled by any motor of any type except electric powered, whether inboard, outboard or otherwise, shall be permitted on this lake.

E. There is reserved to Crail Valley Corporation, or its assigns, the right to use water from the lake for the purposes of irrigation and watering of lawns, greens and fairway.

F. There is reserved to Crail Valley Corporation and its assigns, the right to install utilities across any portion of the park or lake, whether pipes, wires, or otherwise, and to inspect, replace, and maintain.

G. Crail Valley Corporation or their assigns shall have complete control over the water level in the lake and may fluctuate this level or temporarily drain the lake for any purpose it may deem necessary.

19. No satellite television receiving antennas commonly known as "satellite dishes" exceeding 24 inches shall be erected, placed or maintained on any dwelling, garage or outbuilding erected on any lot, or portion of a lot or tract, improved or unimproved.

20. No person shall permit any dog or cat to be at-large in the Crooked Creek Subdivision at any time. Dogs and cats are at-large when the animal is off the premises of the owner or person who has custody of said dog or cat, and not constrained by a leash or under the immediate control of the owner or the person who has custody of said dog or cat.

21. No unsightly accumulation of grass, weeds, or undergrowth or unsightly vegetation shall be permitted on any lot or between lot and road pavement.

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IN TESTIMONY WHEREOF, Crail Valley Corporation has caused this instrument to be signed in its name by its duly authorized officer and its official seal hereto affixed as the deed of said corporation, all by authority of its Board of Directors duly given, this 9th day of December 1968.

CRAIL VALLEY CORPORATION

BY: s/ Elmer Gooden

Vice President

s/ Ikon Broadwell

Secretary