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MACON CO, NC FEE \$41.00  
PRESENTED & RECORDED:

02-26-2008 09:23:25 AM

TODD RABY  
REGISTER OF DEEDS  
BY: TODD RABY  
REGISTER

BK: CRP C-32

PG: 444-453

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

**THIS DECLARATION** made this 7<sup>th</sup> day of February, 2008, by **NANTAHALA REFLECTION, LLC**, hereinafter referred to as "**the Declarant**" or "**the Developer**";

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

**THAT WHEREAS, the Declarant** is the owner and developer of those certain lands, easements, privileges and appurtenances located in Nantahala Township, Macon County, North Carolina, as described in the deed dated 31 August, 2007, recorded in Book R-31, Page 2038, Macon County Land Registry, which is the same property shown on the plats entitled "Patina Properties, LLC, et al", recorded on Plat Cards 4891 and 4892 Macon County Land Registry; to which deed and plats as so recorded reference is hereby made; and

**WHEREAS, the Declarant** plans to subdivide some of the property described in said deed into a Subdivision known as **REFLECTION**, said Subdivision containing several Lots, and shall record from time to time portions of the property entitled "**REFLECTION**", being hereinafter sometimes referred to as "the Development" or "the Subdivision"; and

**WHEREAS, the Declarant** intends to sell and convey Lots within the Development and, before doing so, desires to impose upon any lot which is conveyed by reference to a recorded plat entitled "**Reflection**" mutual and beneficial restrictions, covenants, equitable servitudes, and charges, under a general plan or scheme of improvements for the benefit of all Lots which are made part of **the Development** by reference to a recorded plat entitled "**Reflection**" for the benefit of the Owners and future Owners thereof; and

**WHEREAS, because of the nature of the topography of the property, and for other reasons, the Declarant** intends to sell or convey certain portions of the property shown on the plats recorded on Plat Cards 4891 and 4892 which shall not be portions of the Development and which shall not be subject to this Declaration, but which shall be conveyed subject to certain restrictions which shall limit the use of the property to high quality residential use.

**NOW, THEREFORE, the Declarant** declares that all of the Lots in **the Development** as shown on recorded plats entitled "**REFLECTION**" 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 Declarant**, and agreed by **Declarant's** successors 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 said Lots in favor of each and all other Lots; to create reciprocal rights between the respective Owners of all such Lots; to create privity of contract and privity of estate between the Owners of such Lots, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all other such Lots and parcels in **the Development** and their respective Owners present and future.

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

A. "**Association**" means REFLECTION Property Owners' Association.

B. "**Architectural Review Committee**" or "**ARC**" shall have the meaning as is more fully defined in paragraph 13 hereinbelow.

C. "**Developer**" and "**Declarant**" means Nantahala Reflection, LLC, a North Carolina Limited Liability Company, its successors and assigns.

D. "**Lot**" means any one or more of the Lots which are part of the property conveyed by the deed recorded in Book R-31, Page 2038, Macon County Land Registry, and as shown on the Plats recorded on Plat Cards 4891 and 4892, Macon County Land Registry, which are shown on any subsequent recorded plats identifying said lot or lots as part of **REFLECTION**.

E. "**Single Family Dwelling**" and "**Principal Residence**" mean 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. "**Owner**" or "**Lot Owner**" mean:

1. Any person, firm, corporation, other legal entity, or combination thereof, who or which holds fee simple title to any Lot.

2. 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 entitled 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 these restrictive covenants cease to be the "Owner" of such Lot for so long as said agreement is legally effective.

G. "**Subdivision**" and "**Development**" mean all of the Lots and all of the lands, easements, privileges and appurtenances which shall be developed upon portions of the property shown on the plats recorded on Plat Cards 4891 and 4892, Macon County Land Registry, and which are shown on further plats recorded in the Macon County Land Registry which identify said Lot or Lots as part of **REFLECTION**.

H. **"Other Property of Declarant"** shall mean any lots which are part of the property described in the deed recorded in Book R-31, Page 2038, Macon County Land Registry, which may be sold or conveyed by **the Declarant** without reference to **Reflection**. Any such property shall NOT be subject to this Declaration, but shall have restrictions which shall cause the property to be restricted to high quality residential use. Any deeds from **the Declarant** to purchasers of property which are not part of Reflection may include the right to use the subdivision roads. Provided, however, any such right shall include the obligation of the owner to pay Association dues for the use of said roads.

### **R E S T R I C T I O N S**

1. Other than lots used solely as well lots for the benefit of owners of lots in the Development, or for property conveyed to the Association for the use by all or some of the owners, such as common areas, each Lot shall be used for residential purposes only, and no manufacturing establishment, public building, motel, hotel, trailer park, apartment building, condominium, multi-family housing building, or any building of similar nature may be maintained on any lot, and no unsanitary, offensive or unsightly conditions shall be allowed thereon. No house trailer, double or single wide mobile home, travel trailer, recreational vehicle (R/V) or other similar type of housing shall be placed or located upon any Lot as a residence. Any campers, travel trailers, R/V's, boats, boat trailers, hauling trailers, or trucks used for commercial purposes, or similar vehicles, which are kept or maintained on any Lot shall be stored in an enclosed garage out of the view of other Lots in the Subdivision or roads in the Subdivision. Manufactured homes (also sometimes referred to as modular homes) may not be placed on any lot.

2. A. Any residence constructed on any lot shall be used for single family use only. Provided, however, that any residence located on any lot may be rented on either a short term or long term basis. The owner of each lot knows and understands that the Development is rural and tranquil in nature. Any owner who rents a residence shall ensure that any renter behaves in a manner consistent with the general nature of the subdivision and does not disturb the tranquility of the Development. The Developer, the Association, or any owner shall inform the owner whose renter does not conform with the nature of the Development. Any lot owner whose renters cause repeated problems may, at the discretion of the Developer or the Association, be prohibited from renting his property.

2. B. At any time any residence is rented, the renter of the property shall be limited to two (2) vehicles located on the property and the renter shall consist of not more than two (2) family units. Any rental of more than seven days (7) shall be limited to one family unit. During any rental period no pets shall be allowed on the property.

3. A. Each residence located in the subdivision shall have a minimum of fourteen hundred fifty (1450) square feet of heated floor space if the residence consists of only one floor. If the residence is a two-story residence or is a split-level residence, said residence shall have a minimum of twelve hundred (1200) square feet of heated floor space on the main floor. Minimum square footage requirements shall not include areas used for decks, porches, garages, or greenhouses.

B. Each residence shall have a footprint not to exceed twenty-four hundred (2400) square feet of heated floor space and a footprint not to exceed a total of thirty-four hundred (3400) square feet, including all porches and decks. Any detached garage shall have a footprint which shall not exceed four hundred eighty-four (484) square feet. No residence shall exceed forty-nine (49) feet in height, measured from ground level of the lowest foundation.

4. The landscaping of each Lot shall be completed within six (6) months from the time exterior construction on any Lot is completed. All exterior construction shall be completed within eighteen months after it has commenced, the commencement date being the date the Macon County Building Permit is issued. The completion date shall be when completion is approved by the Architectural Review Committee ("ARC"). For the period completion is delayed beyond the eighteen month limitation the owner shall pay the sum of one hundred dollars (\$100.00) per day to the Association.

5. No Lot as conveyed by the Declarant may be resubdivided, except that Lots may be resubdivided or merged, provided the resulting number of Lots does not exceed the original number of Lots. Only one single family dwelling may be constructed on any Lot. No outbuildings of any kind may be constructed, except that for each single family dwelling constructed, one single or double-car garage may be constructed, and the same may be detached from the principal residence. One small storage building may be constructed, provided prior written permission is obtained from the Architectural Review Committee.

6. A. 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 built upon any Lot.

B. It is further expressly agreed and understood that no septic tank nor septic field lines nor buildings shall be constructed within one hundred (100) feet of any water well.

7. All buildings shall be set back at least ten (10) feet from any side or rear lot line and at least ten (10) feet from any road right-of-way line. No structure shall be constructed on a designated easement.

8. No Lot or any part thereof shall be used for a junk yard or for any unsightly or obnoxious purposes. 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, roads in the Subdivision, or from Nantahala Lake. No burning of rubbish or garbage shall be done or permitted on any Lot in the Subdivision.

9. 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 kept leashed. No pet may be maintained on any Lot if it makes such an amount of noise as to frequently or habitually disturb Owners of other Lots.

10. It shall be the responsibility of each Lot Owner to maintain a twelve inch (12") or larger drain tile on any portion of his or her Lot where a driveway crosses or any other thing obstructs a drainage ditch.

11. A. No Owner or Owners of any Lot shall operate motorcycles or all terrain vehicles (ATV's) or similar vehicles, or permit motorcycles, ATV's, or similar vehicles to be operated by those under their control or those who ought to be under their control within the boundaries of the Subdivision, except for legitimate purposes of transportation entering and exiting the Subdivision. It is the intention of this restriction to prohibit sport riding or joy riding upon motorcycles, ATV's, and similar vehicles within the boundaries of the Subdivision.

B. Electric golf carts may be used upon the roads in the Subdivision.

12. No unlicensed or inoperable vehicles may be maintained or kept on any Lot in the Subdivision.

13. A. Only motion activated flood lights or spot lights will be allowed to be placed on or near any residence in the Subdivision. No other type of flood lighting or spot lighting will be allowed.

B. No lights which are commonly known as utility company yard lights or security lights, which are generally erected on utility company poles and are billed separately by the utility company, shall be allowed.

C. The above restrictions shall not prevent the use of low wattage ground or decorative lighting: provided, however, all such lighting shall require the approval of the Architectural Review Committee ("ARC") as set forth in Paragraph 15 below.

14. Declarant reserves unto himself, his successors and assigns, and reserve and grant unto the Association, 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 and other public conveniences or utilities on, in, or over all roadway easements within the Subdivision as shown on said recorded plat, and within the ten (10) foot wide strip immediately inside the boundary of each Lot; provided, in the event of the improvement of one (1) 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 Declarant** does not obligate himself or the Association to provide any utility service to any Lot other than water lines.

15. A. 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 on the property. The Declarant shall constitute, or shall have the right to appoint the members of the Architectural Review Committee, unless and until **the Declarant** 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 (2/3) of its members shall constitute a quorum, and shall act by majority vote and keep proper records and minutes. No principal residence or garage 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, including decorative lighting, drives and parking areas which 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, grading, shrub or tree removal, or landscaping 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 shall review all plans and specifications and requests to it taking into consideration harmony of exterior design, color, quality of materials, 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.

B. All plans, specifications, which shall include a two(2)foot topographic survey of the property and the location of all trees having a diameter of six (6) inches or greater, and other requests submitted to the Architectural Review Committee must be submitted at least twenty (20) 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 and shall include a \$500.00 review fee which shall be payable to the Developer. The Architectural Review Committee shall transmit its decision to the affected Lot Owner within fifteen (15) days of receipt of it of all information required or needed to make its decision.

16. No fuel tanks or similar storage receptacles may be maintained on any Lot unless the same are installed within the principal dwelling or garage or are buried under ground, and in no event may the same be maintained so that they are visible from any place outside the Lot.

17. Only decorative, non-chain link type fencing will be permitted in the development. If fencing is required for the housing of household pets, said fencing shall be constructed in such a manner so as to blend with the landscape and rustic nature of the property. Opaque fencing is only allowed in patio or porch areas and consideration shall be given to fellow property owners' views of the lake before erection. As set forth in Paragraph 15A., above, all fences must be approved, in advance, by the Architectural Review Committee.

18. No tree having a diameter of six (6) inches or more measured one (1) foot above the ground shall be cut or removed from any Lot without the express prior written permission of the Architectural Review Committee, unless such removal is necessary to effect the implementation of plans already approved by the Architectural Review Committee. If an owner shall violate this restriction by the cutting of one or more trees having a diameter of six (6) inches or more, the Architectural Review Committee

("ARC") shall have the authority to require the owner to replant and replace the cut trees with trees approved by the Architectural Review Committee ("ARC").

19 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. Satellite dishes not exceeding twenty-six inches (26") in diameter may be installed without requiring approval of the Architectural Review Committee.

20. No outside clothesline shall be placed on any lot. Bathing suits, towels, and similar clothing shall not be hung on railings, porches, or other places if they may be seen from outside the lot.

21. No sign of any kind shall be displayed to the public view on any Lot except that, with the prior written approval of the Architectural Review Committee, a sign displaying the owner's name, a sign advertising the property for sale or for rent, or a sign used by a contractor to advertise the property during construction may be maintained.

22. All mailboxes and newspaper boxes within the Subdivision must be of the same design and of a type approved by the Architectural Review Committee prior to installation.

23. Any structure or dwelling constructed upon any Lot must be done by a building contractor licensed by the State of North Carolina, and with an adequate license limit. This provision shall not apply to minor repairs. All construction, no matter how minor, must comply with all applicable building codes with proper permits having been obtained to perform such construction or repair.

24. A. No residence or garage constructed on any Lot shall have tar paper, asbestos, unfinished plywood, rough hewn irregular edged type siding, or vinyl siding. No residence or garage constructed on any Lot shall have a mansard type or flat roof. No residence constructed on any Lot shall have an exposed metal chimney. No residence or retaining wall constructed on any Lot shall have any visible concrete or concrete blocks, and any and all concrete or concrete blocks used in construction on any Lot shall be covered with stone, brick, stucco, wood, or similar siding.

B. Nothing in this paragraph number 24 shall lessen the requirements contained in the preceding provisions of this Declaration that any and all construction must be approved prior to the commencement thereof in writing by the Architectural Review Committee.

25. Each Lot and each Lot Owner shall be a member of the **REFLECTION Property Owners Association**, which shall be an unincorporated association comprised of each and all of the Lot Owners, unless and until the same is incorporated, at which time it shall be an incorporated property owners' association, the members of which shall be each and all of the Lot Owners. The Developer shall retain control of the Association and shall be solely responsible for management of the Association until the Developer has sold all lots in the Development. Each Lot and each Lot Owner shall be subject to all duly adopted articles, by-laws, rules and regulations, and resolutions of said Association.

26. A.(1) **The Declarant** shall have the responsibility of constructing all roads up to the standard of a well-graded, well-graveled, well-ditched, and well-drained road, but after such construction, **the Declarant** 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. **The Declarant** shall, create well and water systems within the Subdivision. In the creation of the water system **the Declarant** shall install emergency generators for each well to provide for continued function of the well and water supply during any power outage. By creating the well and water system for the subdivision, **the Declarant** makes no representation and assumes no obligation for the quality or quantity of the water produced by said wells. **The Declarant** shall have the right, but not the obligation to, assign the obligation for the maintenance and upkeep of the wells and water systems to the Association. There will be a one time hook-up fee in the amount of twenty-seven hundred dollars (\$2700.00) for connecting the residence to the water system payable to the developer at the time of closing. The Association shall have as its primary function the obligation to maintain and repair the roadways in the Subdivision after their construction by **the Declarant** and to maintain and repair such water systems in the subdivision as are installed by **the Declarant** and assigned to the Association. All such roadways and water systems, 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 said systems were in at the time the Association commences having responsibility for the same. Each Lot shall be assessed equally for the costs of the maintenance, repair and upkeep of the roadways maintained by the Association. Each Lot which has water rights to any well or water system which the Association has the obligation to maintain and repair shall be assessed equally for the maintenance and repair of such system. Provided, **the Declarant** shall be assessed for road maintenance only for **the Declarant's** lots on which a residence has been constructed. 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 Lots for which it may assess **the Declarant**.

A.(2) **The Declarant** reserves unto himself, his successors and assigns, and reserves and grants unto the Association a perpetual alienable and releaseable road and utility easement forty (40) feet in width over the property subject to these restrictions for the purpose of constructing access roads and utility rights-of-way to all lots in the subdivision, provided said easements may be varied in location to provide for the most practicable location for the construction of said access roads.

B. 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 its original condition. Each Lot Owner shall, before the beginning of construction or renovation of a dwelling on any Lot, pay to the Association for the maintenance and repair of the Subdivision roads (impact fee) the sum of three hundred seventy-five dollars (\$375.00), 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 three hundred seventy-five hundred dollars (\$375.00), the Owner of such Lot shall pay to the Association such amount as is necessary to repair the road to its original condition.



C. No tractor-trailers shall be allowed on any Subdivision roads.

D. After completion of construction, **the Declarant** shall not have any responsibility to maintain the Subdivision roads except in the manner of any other Lot Owner.

E.(1) 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 and water systems, the maintenance responsibility for which is that of the Association. The Association may from time to time in accordance with its By-Laws make special or periodic assessments of the owners for other costs of the Association. Payment of such assessments shall be due thirty (30) days after notice thereof is sent. If not paid within said thirty (30) day period, such assessments shall be deemed delinquent and shall commence bearing interest from such time at the rate of eighteen (18%) percent per annum.

E.(2) 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 3 of Chapter 47F, North Carolina Planned Community Act, of the North Carolina General Statutes, or its successor statute; provided, such lien shall be subordinate to any properly recorded mortgage or deed of trust on such property in existence at the time the lien attaches. The claim of lien shall be filed in the name of the Developer or the Association, as the case may be the Developer or the Association. The Association shall, whether or not incorporated, 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.

E.(3) 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 not to exceed fifteen (15%) percent of the outstanding balance.

E.(4) 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.

E.(5) All assessments, interest, costs and attorney's fees shall be and constitute the personal joint and several obligation of each Lot Owner. The Developer, 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.

E.(6) Any person may purchase the Lot at any sale ordered pursuant to an action to foreclose the lien.

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 including the Developer, the Association, or any owner, 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 Owners of two-thirds (2/3) of the Lots subject to this Declaration; provided, no provision of this Declaration affecting the rights or duties of the **Declarant** may be amended without the approval and consent of the **Declarant**.

29. This Declaration shall be effective for a period of fifty (50) years from and after 20 February, 2008.

**IN WITNESS WHEREOF**, the Grantor as Managing-Member and Signatory of the above named LLC has hereunto set his hand and seal, the day and year first above written.

NANTAHALA REFLECTION, LLC  
\_\_\_\_\_  
BY: JONATHAN J. FLAIG (SEAL)

STATE OF Georgia  
COUNTY OF Cherokee

I, \_\_\_\_\_, a Notary Public, do hereby certify that JONATHAN J. FLAIG, personally appeared before me this day and acknowledged that he is Managing-Member and Signatory of NANTAHALA REFLECTION, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of said limited liability company, the foregoing instrument was signed in its name and by its Managing-Member and Signatory.

WITNESS my hand and official stamp or seal, this 20 day of February, 2008.

Karen B. Flaig  
Notary Public  
My commission expires: 1/3/2012  
W:\RESTRICT\abn\nantahala reflection, llc restr. cdf. 9-07.wpd

~~KBF Notary Public  
Cherokee County, Georgia  
My Commission Expires January 3, 2008~~

**Karen B. Flaig  
Notary Public  
Cherokee County, Georgia  
Commission Expires January 3, 2012**