

TANGLEWOOD FOREST SUBDIVISION
COVENANTS AND RESTRICTIONS

WHEREAS, HERMAN H. WEST and wife, MARGIE WEST and KENNETH H. DAVIS and wife, CARLIE H. DAVIS, are the owners and developers of a subdivision situated approximately one-half mile North of Murphy, North Carolina, known as Tanglewood Forest Subdivision, and shown on plat of said subdivision prepared by William H. Collins from survey made by H. J. Farley, Jr., and completed May 4, 1906, which map or plat is recorded in the office of the Register of Deeds for Cherokee County, North Carolina, and reference is made to which for the property to which these covenants and restrictions are applicable, as described herein;

AND, WHEREAS, it is the plan of the developers to develop the lands so mapped as a residential subdivision, and it is a part of the plan that each and every lot numbered upon said map shall be subject to covenants and restrictions which shall run with the land, which covenants and restrictions are deemed to be for the best interest of the occupants of said subdivision and are designed to protect the owners of property therein from practices which would decrease the value of the property;

NOW, THEREFORE in consideration of the premises, and for the protection of the owners and future owners of lots within said subdivision, this declaration and agreement is made;

Each and every conveyance of the numbered lots upon said map shall be subject to covenants and restrictions which will run with the lands as follows:

1. That said premises shall be used solely for residential purposes; that no building shall be erected, altered, placed or permitted to remain thereon other than one detached single family dwelling, ^{and well house} not to exceed two and one-half stories in height, and an attached or unattached private garage or bath for not more than three cars.

2. That no building shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved in writing by the grantors, or their duly authorized agent or agents, and that no fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building or setback line which is thirty feet to the front street and 15 feet to the side street.

3. No building shall be located on any residential building lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line. No building except a detached garage located 50 or more feet from the front lot line shall be located nearer than 12 feet to any side lot line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of this covenant, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 15,000 square feet or a width of less than 90 feet at the front building setback line.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

6. All buildings must be completed, stained, painted or bricked. If concrete blocks are used, they must be stuccoed. Each dwelling shall have a sewage disposal unit approved by the Cherokee County Health Department. No trailer, basement tent, shack, garage, or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet in the case of a one-story structure and not less than 1000 square feet in the case of a one and one-half, two or two and one-half story structure.

8. No building shall be erected upon a subdivision of a lot shown on the above plat, or subsequent plats, except when such subdivision forms an addition to a lot so shown thereon, and then only upon compliance with all other restrictions herein contained. Provided, the developers expressly reserve the right to sell and convey any part or parcel of any lot shown on said plats. To be used for building purposes any such partition must otherwise comply with the provisions of these covenants and restrictions. No lot or any building constructed thereon may be sold or conveyed to any person of bad character.

9. Excepting and reserving, however, a right-of-way five feet in width along the rear and side lines of each lot for any and all water, sewer, telephone, light and gas lines, with the right reserved to the developers and their successors in interest, servants, agents and employees, to go upon said right-of-way for the purposes of constructing any of said lines or making repairs or replacements in any of said lines. The lots will also be conveyed subject to any utilities lines which exist at the time of any conveyance.

10. These covenants are to be covenants running with the land and shall be binding on all of the parties hereto and on all persons, firms or corporations claiming by, through or under them from the date of this instrument, and at all times hereafter, unless and until an instrument in writing signed and acknowledged in accordance with requirements for conveyances by persons owning two-thirds of the lots in the subdivision has been recorded, agreeing to change these covenants in whole or in part.

11. These restrictions shall apply only to the

lots as surveyed and platted on map prepared by William H. Collins on survey made by H. P. Farley, Jr., acknowledged June 13, 1966, and designated "Junglewood Forest Subdivision". Areas designated "Future" on said map are not included.

12. No building other than the main dwelling^{well house} and one detached garage, as specified above, shall be allowed to remain on the property.

13. No lot surveyed and numbered on said plat shall be used for any commercial purpose whatever.

14. Right is reserved to place telephone and electric lines along the streets in the subdivision with the right to place guys and anchors at any place on any lot within twenty feet of street line, as well as to keep trees and shrubbery clear of any such lines.

15. The lake on the subdivision premises is for beautification only and no swimming or boating is to be allowed thereon.

16. That no horses, ponies, burros, mules, cattle, goats, swine, chickens or rabbits shall be kept or allowed to remain upon any portion of any lot in said lands; neither shall any such animals or fowls belonging to the owners or occupants thereof, be allowed to roam or run at large on the streets or alleys bounding said premises.

17. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning lots in the subdivision to prosecute in proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation. The invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. Developers hereby warrant that they are the owners of all the lots above referred to and have a good legal right to execute this Restrictive Agreement.

IN WITNESS WHEREOF, the owners have hereunto affixed their hands and seals, this the _____ day of November, 1966.

Samuel H. Grant (SEAL)

Margaret West (SEAL)

Kenneth H. Davis (SEAL)

Carroll Day Plummer (SEAL)
DEVELOPERS

We agree to the above covenants and restrictions.

Charles H. White (SEAL)

Walter A. White (SEAL)
OWNERS