

NORTH CAROLINA  
ASHE COUNTY

**RESTRICTIVE COVENANTS AND  
RESTRICTIONS AGREEMENT  
AFFECTING MOUNTAINVIEW  
ESTATES, PHASE 3 (Plat Book 5,  
Page 427)**

1. The owners of any granted tract or tracts agree that at such time as property owners association may be formed that every property owner shall become a member of the same, whether a non-profit association or corporation, to be organized under the laws of the State of North Carolina. The purpose of the said property owners association shall be to promote the property owners and the property, to enforce these covenants, and to maintain the common properties and roads and easements within the development, to fix, levy and collect payment of charges and assessments to pay expenses in connection with the property owners association and such other purposes as may be set forth in any articles of incorporation and by-laws of the property owners association; provided, however, that road maintenance fees shall be assessed only to those lots which are contiguous to the subdivision roads shown on the recorded plat. The initial road maintenance fee shall be One Hundred (\$100) Dollars per lot per year; provided, however, that in the event two or more lots are combined and one residence is constructed on the combined tract, the combined tract shall thereafter be considered as one tract for road maintenance fee purposes.
2. Every person or entity who is a record owner of a fee or undivided fee interest in any tract which is subject by covenants or record to assessment by the association, including contract sellers, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment by the association. Ownership of such tract shall be the qualification for membership. Members shall be entitled to one vote for each tract in which they hold the interest required for membership. Nothing herein shall require the developers to pay fees, assessments, expenses or charges to the property owners association for any unsold tract or tracts.
3. No part of said premises shall be used or occupied injuriously as to affect the use, occupation or value of the adjoining or adjacent premises for residential purposes, or the neighborhood wherein said premises are situated.
4. No single-wide, double-wide or other mobile homes or house trailers shall be permitted on the subject premises; provided, however, that nothing herein shall prevent modular homes with roof pitches 6/12 or greater if approved pursuant to paragraph 6 below.
5. No building shall be erected upon the granted premises which is closer than twenty (20) feet from the street right of way or closer than ten (10) feet from the property line of any other adjoining tract.
6. All buildings constructed on the subject premises shall be constructed in accordance with all of the rules and regulations of the North Carolina Building Code, and owners of each granted tract must have the plans approved by the owner/developer of the subdivision, or its successors or assigns. Each home shall have 1,000 or more square feet of finished heated living area, excluding garages, porches, etc. All outbuildings shall be constructed in the same style and with the same materials as the main house. After 60% of the lots are sold, the owner/developer may assign plan approval rights to the property owners association.
7. When the construction of a building is commenced by the owner of any lot or tract in said development, the exterior construction of said building shall be completed, grassed and landscaped within twelve (12) months from the date construction is started.
8. No unsightliness shall be permitted on any of the tracts and said premises shall not be used or maintained as a dumping ground or storage area for junk or inoperable motor vehicles, rubbish or trash, and in order to maintain the natural beauty of the area, all residents and owners shall comply strictly with the following provisions:
  - (a) No tract shall be used or maintained as dumping ground for rubbish. Trash, garbage and other waste shall not be kept, except in closed sanitary containers. No outside storage shall be permitted except during construction.
  - (b) No unlicensed motor vehicles, including cars, buses, tractors, trailers, and all parts thereof, that are not in normal running condition and in average use shall be kept on any of the within described real property except within an enclosed structure; it being specifically understood that this covenant is to prohibit and forbid the keeping of any wrecked motor vehicles not in normal public use and operation and any other like parts or the debris upon the within described property, except for occasional necessary repairs in buildings and no parking shall be allowed on the streets. Each lot shall have its own parking area driveways on the lot once owners have taken occupancy of the home.
  - (c) Any unsightly equipment and material, including garden and maintenance machinery and equipment, garbage cans and sanitary containers, lumber and construction materials and any other like equipment and materials shall be kept at all times, except when in use, in

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an enclosed structure which shall be properly painted and maintained in good condition. No lumber, grass, shrubs, tree clippings, plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any of the within described property. Grass must be kept mowed and yards maintained at all times.

9. Sewage disposal shall be effected by means of individual septic tanks. All septic tanks and disposal field must be approved by the Ashe County Health Department or other regulatory agency.
10. The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
11. A five (5) foot utility easement is hereby reserved on all sides of each lot. This may be removed, upon request, by the managing partners of Mountainview Farm II, L.L.C. for multiple lot purchases; and it is specifically understood and agreed that, upon lots being combined, this utility easement on the common boundary of the combined tract shall be automatically extinguished.
12. No trees or timber may be removed from the lots until they are paid for in full except as needed for a house, septic system and reasonable yard.
13. Each and all of the restrictions set forth herein shall be enforceable by injunction or by other causes of action available to any owner of a tract, or to the association or its successors and assigns. Invalidation of any restriction, and all other restrictions shall remain unmodified, in full force and effect.
14. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any tract subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by a majority of the members of the Board of Directors of the association and the developer.

This 17th day of October, 1997.

MOUNTAINVIEW FARM II, L.L.C.

BY:

Joe L. Saunders  
Joe L. Saunders, Manager

NORTH CAROLINA  
ASHE COUNTY

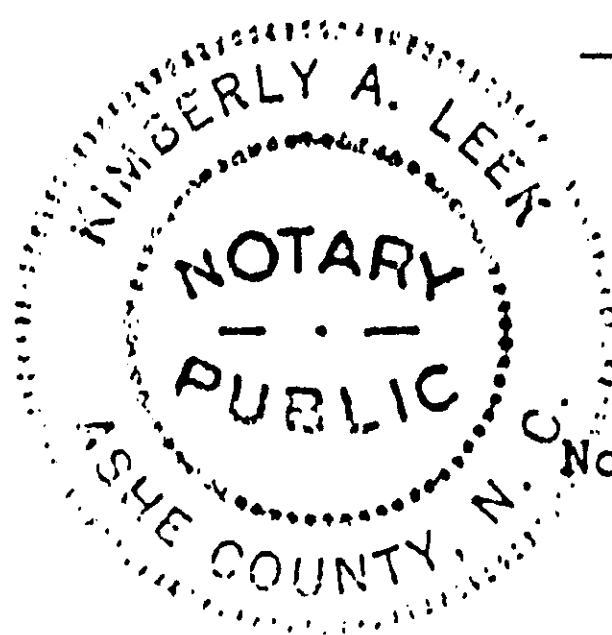
This day personally appeared before the undersigned Notary Public, in and for said County and State, Joe L. Saunders, Manager of Mountainview Farm II, L.L.C., and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

WITNESS my hand and notarial seal, this 17th day of October, 1997.

Kimberly A. Leek  
NOTARY PUBLIC

My Commission Expires:

9/7/99



North Carolina, Ashe County

The foregoing certificate(s) of Kimberly A. Leek, a Notary Public of Ashe Co., NC is (are) certified to be correct.

This 20th day of March A.D. 1998

SHIRLEY B. WALLACE  
REGISTER OF DEEDS

BY:

Maude L. Goodman