

STATE OF NORTH CAROLINA )  
 COUNTY OF ASHE )

DECLARATION OF  
 COVENANTS AND RESTRICTIONS

CROSS-STATE DEVELOPMENT COMPANY, owner of those certain lands lying in West Jefferson Township, Ashe County, North Carolina, as specifically described in its deed of record appearing in the Ashe County Public Registry in Book X-5, Pages 112-114, does hereby make, place, and file the following covenants, easements, restrictions, and limitations for and upon the lots to be subdivided and sold from the aforementioned real property:

1. Lots shall be used only for residential purposes, except as designated by the Company.

2. No dwelling shall be erected nearer than 20 feet from the center of any road as constructed, except lots on State Road 1147 on which no dwelling shall be erected nearer than 40 feet from the center of the road. As to all dwellings, no portion thereof shall be erected or constructed nearer than 5 feet to the rear lot line or nearer than 5 feet to any interior lot line.

3. All septic tank systems shall meet the requirements of the North Carolina State Board of Health.

4. Seller hereby reserves the right without further consent from any land owner to grant to any public utility company, municipality, or other governmental unit, water or sewage on which the land hereby conveyed abuts, and also in and to a 5-foot strip of land located along the rear lot line, and a 5-foot strip of land located along any other lot line, for the right to erect and lay, or cause to be erected or laid, maintained, removed, or repaired, all light, telephone, and telegraph poles, wires, water and gas pipes and conduits; catchbasins, surface drains, sewage lines, and other customary or usual appurtenances as may, from time to time, in the opinion of the Seller, or any utility company, or governmental authority, be deemed necessary or advisable. All claim for damage, if any by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby against Seller is hereby waived by the Buyer.

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

6. No structure of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.

7. No signs or any nature shall be erected or maintained on any lot unless written approval therefor is obtained from the Seller.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose.

9. Lots shall be maintained in a tidy manner, and no rubbish, junk, building materials, inoperable automobiles, or other vehicles, or any other unsightly things shall be allowed to accumulate, be kept, or stored thereon; no mining operations of any kind shall be permitted upon or in any lot.

10. Seller reserves the right to cut grass, prune trees, and to do whatever is necessary to keep lots clean and tidy until such time that title is conveyed.

11. Each home, cabin, or cottage shall have a minimum living area excluding carport or garage to 600 square feet of enclosed or heated floor space.

12. Necessary parking area shall be provided by each individual purchaser in a manner that will not obstruct road traffic.

13. There shall be no time limit during which construction of houses must be started, however, building must be completed within a period of one year from the date construction is begun.

14. All owners of lots in Blue Ridge Manor, Ashe Lake Section Addition #2 are members of the Blue Ridge Manor Property Owners Association upon signing the contract to purchase.

15. Members of the Property Owners Association will be assessed charges annually to maintain the roads and for the operation of the Association. Failure to pay these assessments when they become due shall bear an eight (8%) percent interest rate from the date due until paid and shall constitute a lien on the property.

16. The lots, in addition to the restrictions and conditions herein, are conveyed subject to all present and future rules, regulations, and resolutions of the County of Ashe, State of North Carolina, if any, relative to the zoning and the construction and erection of any buildings.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

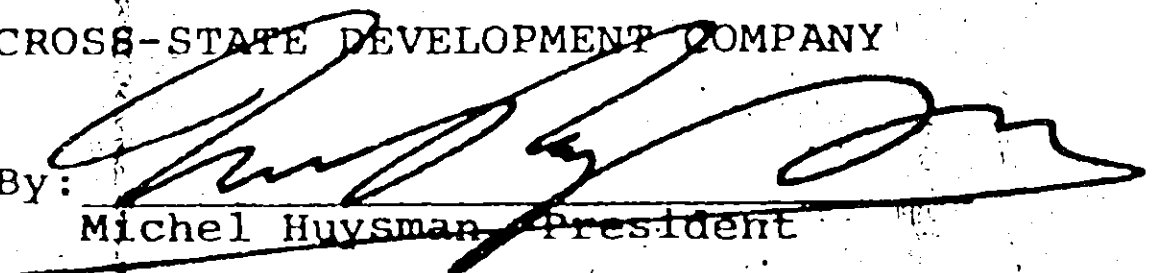
19. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. Failure of the Seller, its successors or assigns, to promptly enforce any of the restrictions or covenants contained herein shall not be deemed a waiver of right to do so thereafter.

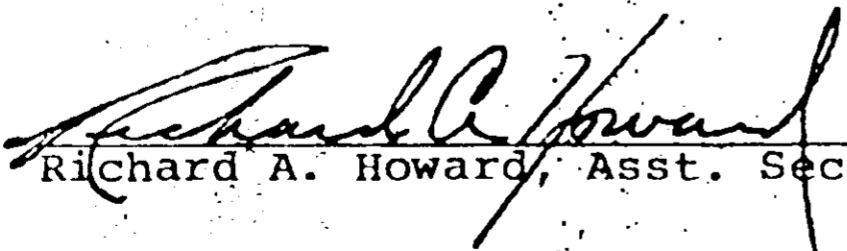
DATED AND EXECUTED at Coral Gables, Dade County, Florida, this 30th day of December AD, 1977.

CROSS-STATE DEVELOPMENT COMPANY

(SEAL)

By:   
Michel Huysman, President

ATTEST:

  
Richard A. Howard, Asst. Secretary

STATE OF FLORIDA )  
COUNTY OF DADE )

This 30th day of December, 1977, personally came before me, Bonnie M. Angueira, a Notary Public in and for said County and State, RICHARD A. HOWARD, who, being first duly sworn, says: That he knows the Common Seal of Cross-State Development Company and is acquainted with MICHEL HUYSMAN, who is President of Cross-State Development Company, and that he, the said RICHARD A. HOWARD, is the Assistant Secretary of the said corporation and saw the said President sign the foregoing instrument and saw the said Common Seal of said Corporation affixed to said instrument by said President, and that he, the said RICHARD A. HOWARD, signed his name in attestation of said instrument in the presence of said President of said corporation.

*Bonnie M. Angueira*  
Notary Public, State of Florida  
at Large.

My Commission Expires:  
March 11, 1981

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North Carolina, Ashe County:

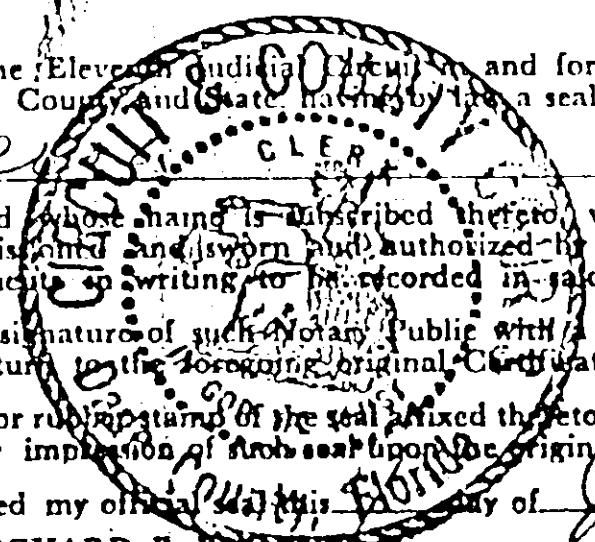
The foregoing certificate of Bonnie M. Angueira, a Notary Public of Dade County, Florida, is certified to be correct. This instrument was presented for registration this 12th day of Jan., AD 1978, at 9:30 O'Clock am/pm, and duly recorded in the Office of the Register of Deeds, Ashe County, North Carolina, in Book B-6, at Pages 302-304

*Shirley B. Wallace*  
Ashe County Register of Deeds

COUNTY OF DADE }  
STATE OF FLORIDA } SS.

Nº 70360

I, RICHARD P. BRINKER, Clerk of the Circuit Court of the Eleventh Judicial Circuit, in and for the County of Dade, and State of Florida, the same being a Court of Record of the aforesaid County and State, having taken a seal, DO HEREBY CERTIFY that Bonnie M. Angueira by whom the foregoing acknowledgment or proof was taken, and whose name is subscribed thereto, was at the time of taking the same, a Notary Public residing in said County, duly commissioned and sworn and authorized by the laws of said State, to take the acknowledgment or proof of deeds and other instruments in writing to be recorded in said State, and to administer oaths or affirmations in said County; that I have compared the signature of such Notary Public with a specimen of his signature on file in my office, and verily believe that the signature on the foregoing original Certificate is genuine.



I FURTHER CERTIFY that I have compared the impression or rubber stamp of the seal affixed thereto with a specimen impression or rubber stamp thereof on file in my office, and I verily believe the impression of such seal upon the original Certificate to be genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of Jan 1978  
RICHARD P. BRINKER  
Clerk Circuit Court.  
By Chaires  
Deputy Clerk.