NORTH CAROLINA
ASHE COUNTY

AGREEMENT REMOVING CERTAIN
RESTRICTIVE COVENANTS AFFECTING
BLUE RIDGE ESTATES, INC., AND
SUBSTITUTING THEREFOR ANOTHER SET
OF RESTRICTIVE COVENANTS AFFECTING
BLUE RIDGE ESTATES, INC.

This Agreement, made this 29th day of October, 1970, by and among BLUE RIDGE ESTATES, INC., a corporation orgainized and existing under and by virtue of the laws of the State of North Carolina; C. G. PHILLIPS and wife, ELIZABETH W. PHILLIPS; FRED L. RASH and wife, ROXIE B. RASH; DAVID E. WINE and wife, MYRA WINE; RONALD LAWRENCE and wife, BARBARA LAWRENCE; JAMES ALBERT HIATT and wife, EVELYN M. HIATT; JOHN L. NISBET and wife, REBECCA K. NISBET; and WILLIAM R. WHITTINGTON and wife, MADELINE H. WHITTINGTON; H. C. WOODALL, JR. and wife, FRANCES J. WOODALL;

WITNESSETH:

That Whereas, all of the parties named in the premble to this Agreement are all of the owners of all of the real propetty and lots within that certain development known as Blue Ridge Estates, Inc., at Lake Ashe, in West JeffersonTownship, Ashe County, North Carolina, and having been originally acquired by Blue Ridge Estates, Inc., by that certain deed appearing of record in the Ashe County Public Registry in Book S-4, at pages 375-376; and

Whereas, by a Restriction Agreement and REstrictive Covenants, dated 13 August 1969, and appearing of record in the Ashe County Public Registry in Book Q-4, at page 498, Blue Ridge Estates, Inc., caused certain restrictive covenants and agreements to be made, affecting said real estate and lots sold therefrom; and

Whereas, the exact language of said Restriction Agreement is as follows:

"1. Said property sahll be used for residential pruposes only, and no structure or structures shall be erected or allowed to remain on any lot except single family dwellings with attached carports or garages.

2. No building of any kind sahll be erected or allowed to remain on any part of this property where there is any cinder or concrete block or blocks exposed on any sied of the building above ground level.

3. No dwelling shall be erected orallowed to remain on said proeperty having heated floor space, or enclosed floor space, of less than 900 square feet.

4. No structure of a temporary character shall be erected or allowed to remain on said propety, and no trailer, mobile home, open basement, or tent shall be erected or allowed to remain on said property.

5. Each person erecting a residence shall install a septic tank in accordance with the rules, regulations, and specifications of the North Carolina Department of Health and the State Stream Sanitation Department.

6. No structure shall be erected or allowed to remain on said property closer than ten (10) feet to any property line.

7. No structures shall be erected on said property without the prior approval of the external building materials to be used therein by the Board of Directors of Blue Ridge Estates, Inc.

8. All lots sold in said subdivision shall be affected with an easement of 30 feet from the center of all roads shown on the plat of said subdivision as a street right of way.

9. All conveyances made in said subdivision shall reserve and except the right to Blue Ridge Estates, Inc., of easements to install, construct and maintain on, over and through said property water lines, gas lines, sewer lines, power lines, and telephone lines.

10. The invalidation of any one or more of the foregoing covenants by judgment, Court order, or otherwise shall not in any way affect any of the other covenants and restrictions, and they shall remain in full force as herein provided for.

All covenants, restrictions and affirmative obligations set forth in this declaration sahll run with the land and shall be binding upon all parties and persons claiming under them for a period of Thirty-Five (35) years from the date of the recordation of this instrument, after which time such covenants and restrictions and affirmative obligations shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the lots affected by such covenants, restrictions and affirmative obligations has been recorded, agreeing to change the same in whole or in part."

And Whereas, the parties to this Agreement have agreed that said restrictive covenants and agreements, as above set out, shall be rendered null and void and of no further legal effect and that another set of agreements and restrictive covenants be substituted therefor;

Now, Therefore, in consideration of One ($1.00) Dollar each to the other in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the mutual benefits to be derived by their respective properties within the subdivision known as Blue Ridge Estates, Inc., in Lake Ashe, in West Jefferson Township, Ashe County, North Carolina, the parties hereto agree as follows:

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The present Restriction Agreement and Restrictive Covenants affecting said real property be, and the same hereby are declared to be null and void and of no further legal effect.

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That in the place thereof, it is agreed that the following covenants and restrictions shall be applicable to the real property lying within Blue Ridge Estates, INc., and they are:

(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 center of the road. As to all dwellings, nor 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 compnay, an easement for a right of way in all streets and roads 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; catch basins, surface drains, sewage line, and other customary or usual appurtenances as may, from time to time, in the opinion ofthe Seller, or any utility company, or Governmental Authority, be deemed necessary or advisable.

(5) No noxious or offensive activity shall be carried on upon any lot, nor sahll 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 sahll be used on any lot any time as a residence, either temporary or permanent.

(7) No signs of 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 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 of 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) 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 zoning and to the construction and erection of any building.

(15) 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.

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

(17) Invalidation 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.

(18) Failure of the Seller, its successors or assigns, to promptly enforce any of the restrictions or covenants contained herein sahll bot be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, ther parties to this Agreement have hereunto set their hands and seals the day and year first above written.

BLUE RIDGE ESTATES, INC.

by: s/ George A. Burgess (SEAL)
President

ATTEST: s/ Fred L. Rash
Secretary

(CONTINUED TO PAGE 337)

s/ C. G. Phillips s/ Elizabeth Phillip(SEAL)

s/ Fred L. Rash s/ Roxie B. Rash (SEAL)

s/ Ronald Lawrence s/ Barbara Lawrence (SEAL)

s/ David E. Wine s/ Myra Wine (SEAL)

s/ James Albert Hiatts/ Evelyn M. Hiatt (SEAL)

s/ John L. Nisbet s/ Mrs. John Nisbet (SEAL)

s/ H. C. Woodall, Jr s/ Frances Woodall (SEAL)

NORTH CAROLINA - ASHE COUNTY

This day personally appeared before the undersigned Notary Public, in and for said County and State, C. G. Phillips and wife, Elizabeth W. Phillips; Fred L. Rash and wife, Roxie B. Rash; David E. Wine and wife, Myra Wine; and Ronald Lawrence and wife, Barbara Lawrence, and acknowledged the due execution of the foregoing instrument for the purposes therein stated.
WITNESS my hand and notarial seal this 1st day of December, 1970.

My CommissionExpires: March 20, 1975 s/ Shirley A. Little
NOTARY PUBLIC

NORTH CAROLINA - ASHE COUNTY

This day personally appeared before the undersigned Notary Public, in and for said Coutny and State, James Albert Hiatt and wife, Evelyn M. Hiatt, and acknowledged the due execution of the foregoing instrument for the purposes therein stated.
WITNESS My hand and notarial seal this 1st day of December, 1970.

My Commission Expires: March 20, 1975. s/ Shirley A. Little
NOTARY PUBLIC

NORTH CAROLINA - ASHE COUNTY

This day personally appeared before the undersigned Notary Public, in and for said County and State, John L. Nisbet and wife, Rebecca K. Nisbet, and acknowledged the due execution of the foregoing instrument for the purposes therein stated.
WITNESS My hand and notarial seal this 10th day of December, 1970.

My Commission Expires: March 20, 1975 s/ Shirley A. Little
NOTARY PUBLIC

NORTH CAROLINA - _____ COUNTY

This day personally appeared before the undersigned Notary Public in and for said County and State, H. C. Woodall, Jr. and wife, Frances J. Woodall, and acknowledged the due execution of the foregoing instrument for the purposes therein stated.
WITNESS My hand and notarial seal this 14th day of December, 1970.

My Commission Expires: June 11, 1975 s/ Edward L. Frye
NOTARY PUBLIC

NORTH CAROLINA - ASHE COUNTY
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This day personaly appeared before the undersigned Notary Public, in and for said County & State, Fred L. Rash, who being duly sworn, says that he knows the common seal of Blue Ridge Estates, Inc, and is acquainted with George A. Burgess who is the President of said corporation, & that he, the said Fred L. Rash, is the Secretary of said corporation and saw the said President signe the foregoing instrument, and that he, the said Fred L. Rash, Secretary as aforesaid, affixed said seal to said instrument, and that he, the said Fred L. Rash, signed his name in attestation of said instrument in the presence of said President of said corporation.
WITNESS my hand and notarial seal this 29th day of October, 1970.

My Commission Expires: March 20, 1975 s/ Shirley A. Little
NOTARY PUBLIC

NORTH CAROLINA - ASHE COUNTY

The forgoing certificates of Shirley A. Little, a Notary Public of Ashe County, N. C. and Edward L. Frye, a Notary Public of Forsyth County, N. C. are certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Ashe County, N. C. in Book U-4, Pages 335,336 and 337.
This 15 day of December, A. D. 1970 at 1:55 o'clock P. M.

s/ Kyle Baldwin
REGISTER OF DEEDS

Recorded by: Shirley B. Wallace
Shirley B. Wallace, DEPUTY