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NORTH CAROLINA
ASHE COUNTY

* RESTRICTION AGREEMENT AND RESTRICTIVE
* COVENANTS AFFECTING CROSS-STATE
* DEVELOPMENT COMPANY
* Approximate 30 Acres adjacent to
* Lake Ashe Property
* (West Jefferson Township, Ashe County,
* North Carolina)

That Whereas, Cross-State Development Company is the owner of that approximate 30-acre tract of land in West Jefferson Township, Ashe County, North Carolina, conveyed by and described in that certain deed from Carl F. Roten and Wade E. Vannoy, Jr., Commissioners, and of record in the Ashe County Public Registry in Book Y-4, at pages 478-479; and

Whereas, by this instrument, said corporation affects said land with the following restrictive covenants and each and every lot to be sold therefrom:

- (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, 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 company, 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 of the 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 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 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

WADE E. VANNOY, JR.
ATTORNEY AT LAW
WEST JEFFERSON, N. C.

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 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) 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.

(18) 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 the right to do so thereafter.

IN WITNESS WHEREOF, CROSS-STATE DEVELOPMENT COMPANY has caused this instrument to be signed in its corporate name by its President and attested by its Secretary, and its corporate seal to be hereunto affixed, this 31st day of March, 1973.

april

CROSS-STATE DEVELOPMENT COMPANY

By: [Signature] (SEAL)
President

ATTEST:

[Signature]
Asst. Secretary

WADE E. VANNOY, JR.
ATTORNEY AT LAW
WEST JEFFERSON, N. C.

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Filed for registration on the 9th day of May, 1973 at 1:05 P. M. and duly recorded in the office of the Register of Deeds for Ashe County, N. C. this 9th day of May, 1973 at 1:50 P. M. in Book D-5, pages 234-236.

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STATE OF FLORIDA
DADE COUNTY

This day personally appeared before the undersigned Notary Public, in and for said County and State, Michel Huysman, who being duly sworn, says that he is the President of Cross-State Development Company and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given, and that the said TERRY S. GILLOTT, Assistant Secretary of said corporation, acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 30th day of ~~March~~ April, 1973.

Richard P. Brinker
NOTARY PUBLIC

My Commission Expires: STATE OF FLORIDA AT LARGE
August 3, 1973

NORTH CAROLINA
ASHE COUNTY

The foregoing certificate of Barbara A. Culver, a Notary Public of Dade County, Florida, is certified to be correct.

This 9 day of May, 1973.

Wyle Bales
REGISTER OF DEEDS

I hereby certify that this instrument was prepared by me.

Wade E. Vannoy, Jr.
Wade E. Vannoy, Jr.
Attorney at Law
West Jefferson, N. C.

COUNTY OF DADE }
STATE OF FLORIDA } SS.
RICHARD P. BRINKER

NO 43281 A

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 by law a seal, DO HEREBY

CERTIFY that Barbara A. Culver 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 her signature on file in my office, and verily believe that the signature to the foregoing original Certificate is genuine.

I FURTHER CERTIFY that I have compared the impression of the seal affixed thereto with a specimen impression 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 seal this 9th day of May, 1973

WADE I
ATTN
WEST

W. S. Carlie
By W. S. CARLIE Deputy Clerk.