

NORTH CAROLINA
ASHE COUNTY

RESTRICTIVE COVENANTS AND
RESTRICTIONS AGREEMENT
AFFECTING EVENING SHADOWS,
A Development in Old Fields
Township, Ashe County,
North Carolina

1. The subject property shall be used for residential purposes only and no more than one residence may be erected upon any one granted lot, provided, however, that each lot owner may erect one additional neatly constructed and detached garage or utility building.

2. No building shall be erected upon the granted premises which has cinder blocks or concrete blocks visible from the exterior of such building, nor shall any building be erected thereon with exterior asphalt or asbestos siding.

3. No mobile homes, tents or junk or inoperable motor vehicles shall be allowed upon any granted lot.

4. No granted lot may be subdivided or used to provide access to any property lying outside of the developed property.

5. No building shall be erected or allowed to remain on the granted premises that has less than one thousand (1,000) square feet of heated floor space, exclusive of porches, decks and garage.

6. Each person or persons erecting a residence on said property shall install a septic tank in accordance with the rules, regulations, and specifications as approved by the North Carolina Department of Public Health and State Stream Sanitation Department.

7. No signs, billboards, or advertising devices shall be placed on any portion of the granted premises, except for one neatly prepared and neatly kept ownership identification marker per lot.

8. 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 residence purposes, or the neighborhood wherein said premises are situated.

9. There shall be no parking allowed on any street in said development and the purchasers of said property agree to build their own parking facilities on their own property.

10. The owners of any granted lot or lots agree that they will maintain their respective premises in a neat, presentable, and attractive condition, including but not limited to, the keeping of garbage in closed

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containers, the cutting of grass and weeds, and the removal from the premises of trash and debris.

11. When the construction of a dwelling house is commenced by the owner of any lot in said subdivision, the external construction of said dwelling house shall be complete and said structure shall be ready for occupancy within 12 months from the date construction is started.

12. The owners of any granted lot or lots agree that they will become members of Evening Shadows Property Owners Association when the same is formed and that they will be bound by the By-Laws and any rules and regulations adopted by said association when the same becomes due and payable. Until such time as said property owners association is formed, each lot owner agrees to pay the sum of \$60 per year to the developers, or to a committee appointed by the developers, to be used for maintenance of roads within the development.

13. Invalidation of any one or more of the foregoing covenants by judgment, court order, or otherwise shall in no way affect any of the other covenants or restrictions herein set forth, and they shall remain in full force and effect.

The above covenants and restrictions are placed on the property hereinabove set forth as a part of a general plan of development for the benefit of all owners of the property hereinabove specified within said lands, and said covenants are and shall be binding upon the present owners of said lands, their successors, heirs and assigns, and shall be covenants running with the land, binding on all future owners of said tracts.

All covenants and restrictions herein set forth shall remain with the land and be binding on all parties and persons claiming under them for a period of 15 years from the date of the recordation of this instrument, and after said 15 year period said covenants and restrictions shall be automatically extended for successive periods of 5 years each, unless an instrument signed by the owners of a majority of the lots or tracts of land herein affected by this instrument has been recorded in the office of the Register of Deeds for Ashe County agreeing to a modification or change of the same in whole or in part.

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This the 13th day of May, 1986.

James Jordan (SEAL)
James Jordan

Clara Jordan (SEAL)
Clara Jordan

NORTH CAROLINA
ASHE COUNTY

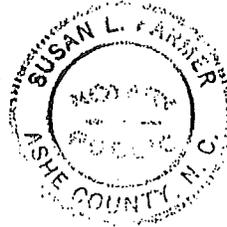
This day personally appeared before the undersigned Notary Public, in and for said County and State, James Jordan and wife, Clara Jordan, and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

WITNESS my hand and notarial seal this 13th day of May, 1986.

Susan L. Farmer Mast
NOTARY PUBLIC

My Commission Expires:

10-11-86



NORTH CAROLINA
ASHE COUNTY

THE FOREGOING CERTIFICATE(S) OF SUSAN L. FARMER MAST, A
NOTARY PUBLIC OF ASHE COUNTY, NORTH CAROLINA
IS () CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED
FOR REGISTRATION THIS DAY AND HOUR AND DULY RECORDED IN THE OFFICE
OF REGISTER OF DEEDS OF ASHE COUNTY, NORTH CAROLINA IN BOOK 153,
PAGE 1184-1186.

THIS 13TH DAY OF MAY A.D., 19 86 AT 2:19
O'CLOCK P M.

SHIRLEY B. WALLACE
REGISTER OF DEEDS
Maudie E. Lyalls
DEPUTY REGISTER OF DEEDS