

STATE OF NORTH CAROLINA 93 JUL -1 AM 10:21

COUNTY OF WATAUGA

BY: *Rita New* DECLARATION OF RESTRICTIONS
DEPUTY
WATAUGA COUNTY, NC

WHEREAS, Laurel Creek Incorporated, Inc., a Florida corporation authorized to do business in the State of North Carolina, is the fee simple owner of certain real property located in Blowing Rock Township County, North Carolina, known as Fair Mountain Acres which is to be developed for a single-family residential dwellings; and

WHEREAS, Owners desire for the use and benefit of Owners, their heirs, successors and/or assigns, and for future owners of lots or tracts to provide for the preservation of values, and the desirability and attractiveness of the real property and for the maintenance and operation of the private roads within developments; and

WHEREAS, Owners have deemed it desirable that certain covenants, conditions, easements, assessments, liens and restrictions governing the use and occupancy of tracts in Fair Mountain be established and declared to be covenants running with the land; and that an agency be created to which will be delegated the powers and duties of maintaining the roads, enforcing the covenants and restrictions, and collecting and disbursing assessments;

NOW, THEREFORE, in consideration of the premises, Owners for themselves, their heirs, successors and assigns, hereby cause to be recorded the following Declaration of Restrictions for Fair Mountain located in Blowing Rock Township, Watauga County, North Carolina which restrictions are to apply to, limit and govern the

use of those tracts in the Fair Mountain as are platted, planned, described and recorded in the office of the Register of Deeds for Watauga County in Plat Book 12 at Page 182.

(1) The purpose of these restrictions is to insure the use of certain property at the Fair Mountain for attractive single-family residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and hereby to secure to each property owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undistributed use of his or her property than is necessary to insure the same advantages to the other property owners.

(2) All and each of the restrictions, conditions and covenants stated herein shall be binding upon lot or tract owners in Fair Mountain. All lots or tracts sold in Fair Mountain subject to this Declaration of Restrictions shall be used for single family, detached residential purposes only.

(3) No structure of a temporary character shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot or tract after completion of construction.

(4) No house trailer, mobile home, tent or tree house, shall be placed on any lot or tract at any time.

(5) No fuel tanks or similar storage receptacles may be installed nearer to a street than the front wall of the main dwelling and shall not, in any event, be installed so as to be unsightly.

(6) It shall be the responsibility of each lot or tract owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(7) No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any exterior light or lighting, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. During repair or construction of a new home, the owner is responsible to see that the contractor maintains the lot or tract in a reasonable condition.

(8) No building, fence, or other structure shall be erected, placed or altered on any lot or tract until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), landscaping plan, and construction schedule shall have been approved in writing by Owners, their

heirs, successors and/or assigns. Upon written request by lot or tract owners for approval of plans, Owners shall have thirty (30) days to approve or disapprove the plans. In the event of failure to approve or disapprove the thirty (30) days, said approval will not be required, provided the design of the proposed building is in harmony with existing structures in the area. Garages on dwelling tracts must be constructed of the same or compatible materials as specified for the dwelling. Refusal of approval of plans, location or specifications may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of Owners, they shall deem sufficient. No alterations in the exterior appearance of any building structure shall be made without like approval by Owners. One copy of all plans and related data shall be furnished the Owners for their records. Minimum building size shall be 1200 square feet.

(9) No building shall be located closer than fifty (50) feet to the street right-of-way and not closer than thirty (30) feet to the adjoining property line. Owners reserve unto themselves, their heirs, successors and assigns, the right to waive, amend or alter the setback requirements of any lot or tract.

(10) The exterior of all houses and other structures must be completed within twelve months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

(11) It shall be the responsibility of each lot or tract owner to make any necessary repairs to the road resulting from damage caused by trucks, trucks, tractors, heavy equipment, etc. during construction of home or site preparation.

(12) Commercial signs, including "FOR SALE," "FOR RENT," and other similar signs, may be permitted, limited, however, to a maximum width of 24 inches and a maximum height of 18 inches.

(13) Each lot or tract owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot or tract in accordance with reasonable standards established by Owners.

(14) Each lot or tract owner shall provide receptacles for garbage in an area not generally visible from the road or provide receptacles or similar facility in accordance with reasonable standards established by Owners.

(15) Owners reserve unto themselves, their heirs, successors and assigns a perpetual, alienable and releasable easement over, upon, across and under each tract for erection, maintenance, and installation of electrical and telephone service and further may cut drainways for surface water wherever and whenever such action may appear to Owners to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonable necessary to provide or maintain any such utility or service, Owners guarantee that in exercising

the rights of the easement that all work necessary shall be located in an area not more than ten (10) feet from any property line. This reservation shall not be considered an obligation of Owners to provide and maintain any such services.

(16) No large trees measuring ten inches or more in diameter at ground level may be removed without the written approval of Owners, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building. However, this provision shall not preclude the removal of trees of any size to enhance the view of the surrounding terrain from or at the site of the main dwelling.

(17) No tract shall be subdivided, or its boundary line changed, except with the written consent of Owners. However, Owners hereby expressly reserve to themselves, their heirs, successors and/or assigns the right to replat any lot or tract shown on the plat of the said development prior to its sale in order to create a modified building lot(s) or tract(s). Owners further reserve the right to add additional lots or tracts to the development. The restrictions and covenants herein shall apply to any of said modified or additional lots or tracts added to the development as if the resulting lots or tracts have been originally platted in such manner.

(18) As soon as 75% of the lots or tracts or 75% of the property, whichever occurs last, have been sold in this development, a non-profit property owners' association, to be known as the FAIR MOUNTAIN OWNERS' ASSOCIATION, shall be formed with, one

membership for each property owner and this association shall establish reasonable annual assessment charges for road maintenance. Each lot or tract owner shall be a mandatory member of the association. Until the association is formed, the owners agree to maintain roads in satisfactory condition. All rights of owners under these restrictions shall pass to the FAIR MOUNTAIN OWNERS' ASSOCIATION upon its formation except owners shall have the same rights as other lot or tract owners.

(19) In the event of a violation or breach of any of these restrictions by any property owner or agent of such owner, Owners, the owners of tracts in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or breach in any event. In addition to the foregoing, Owners shall have the right, whenever there shall have been built on any lot or tract in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement.

(20) The invalidation by any Court of any restrictions contained in the Declaration of Restrictions shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

(21) Wherever the word "Owners" appears in this Declaration of Restrictions, it shall be construed to include the Owners' heirs, successors and/or assigns.

(22) Owners reserve unto themselves, their successors, heirs and assigns the right to waive, rescind, alter or amend these restrictions in their sole judgement and discretion as they may relate to any lot or tract of land within the development.

IN THIS TESTIMONY WHEREOF, Owner has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 25 day of June, 1993.

Laurel Creek Incorporated, Inc., a Florida corporation authorized to do business in the State of North Carolina



By: Joseph M. Calba (SEAL)
President

ATTEST:

Kathy M. Jackson
Asst. Secretary

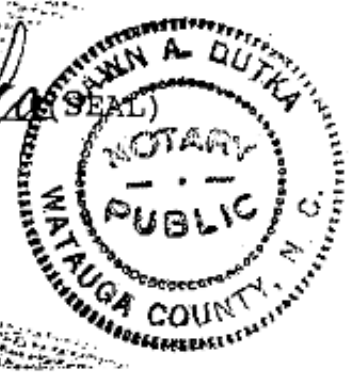
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, Dawn A. Dutka, a Notary Public of the County and State aforesaid, certify that Kathy M. Calhoun personally came before me this day and acknowledged that she is Asst. Secretary of Laurel Creek Incorporated, Inc., a Florida corporation authorized to do business in the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Kathy M. Calhoun as its Asst. Secretary.

Witness my hand and official stamp or seal, this 25th day of June, 1993.

Dawn A. Dutka
Notary Public



My Commission expires:
My Commission Expires 10-24-95.

North Carolina, Watauga County

The foregoing certificate(s) of Dawn A. Dutka, Notary Public,
Watauga County, N.C., is certified to be correct. This instrument was presented for registration this 1st day of July, 1993, at 10:21 A.M., ~~ExMox~~, and duly recorded in the Office of the Register of Deeds for Watauga County, North Carolina, in Book 249 at page 849.

This 1st day of July, 1993.

Wanda C. Scott
Watauga County Register
of Deeds
by: Rita Deen Deputy