

STATE OF NORTH CAROLINA

MITCHELL COUNTY
PATTY YOUNG
REGISTER OF DEEDS

4P

COUNTY OF MITCHELL

Page 1 of 4
RG Date 05/09/2002

BI 353/716
Time 09:10:00

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR THE
SHADOWOOD SUBDIVISION, SECTION II

Murphy Grading, Inc., owner of the property known as THE SHADOWOOD SUBDIVISION, SECTION II, acquired in Deed Book 269, Page 552, and Deed Book 269, Page 555, as shown by a plat of said property by Jerry L. Ball, RLS, designated Map No. 95154-11, and dated November 28, 1995, save and except that portion of property which was conveyed to Roy Earnest Hoyle in a deed recorded in Deed Book 273, Page 700, Mitchell County Registry; Save and except that portion of property which was conveyed to Bobby Lee Burleson, Sr. and wife, Martha H. Burleson by a deed recorded in Deed Book 269, Page 612, Mitchell County Registry; Save and except that portion of property which as conveyed to Wayne Buchanan and wife, Grace Buchanan by a deed recorded in Deed Book 269, Page 614, Mitchell County Registry; and also save and except that portion of property which was conveyed to William Stanley Goldman and wife, Mary Thomas Goldman, do by these presents declare that said lands as shown on said map are subject to the following conditions, restrictions, and limitations, and shall be accepted as covenants running with the land and which shall be binding upon the Owner and all persons hereafter purchasing lots derived from the aforesaid property:

1. Lot owners may install or construct modular homes with the approval of Owner. However, all modular homes must be new, and modular homes may not be moved to the Shadowood Subdivision from locations other than the manufacturer or sales entity. All modular homes must have masonry underpinning/foundations. No single wide or double wide mobile homes or trailers will be allowed on the premises. No temporary structures shall be allowed on the premises. Pending construction of a residence on the property, limited camping shall be allowed, not to exceed four (4) weeks at a time. Recreational and camping vehicles may be placed on the property, provided that they are not used as residences for more than four (4) weeks at a time, and providing that they are not placed within sight of the roads servicing the development.
2. There shall be no assembly or disassembly of motor vehicles in view of the public on the premises, nor shall any motor vehicle which is inoperable or unlicensed be placed or stored on the premises within view of the public.
3. No commercial structures shall be placed on the property, and no retail trade, sales, or business shall be operated on the property. This shall not preclude the use of the property as a non-public office, non-sales production

art or craft studio, or residential rental, either long or short term, including use as a "bed and breakfast" inn.

4. There shall be no dumping or accumulation of rubbish, trash, junk, or litter on the premises. Lot owners are encouraged to leave as much natural vegetation as is reasonably possible. Debris from any clearing shall be removed promptly and any such cleared areas shall be promptly planted in grass or covered with mulch so as to prevent erosion.
5. No tract may be subdivided at any time, nor may more than one residence be placed thereon. Garages and outbuildings are allowed but there shall be only one (1) outbuilding per tract, and it must be harmonious in character with the main dwelling, and not used as a residence.
6. Any residence constructed or set up on the premises shall contain at least 1000 square feet of ground level finished floor space. Once construction has commenced, the exterior of the building shall be completed within one (1) year.
7. No structure, septic system, or well may be placed closer than forty (40) feet from the center of any road, or closer than twenty (20) feet from any other boundary.
8. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than eight (8) square feet indicating the name of the property or its lot owner, or one "For Sale" sign not to exceed six (6) square feet.
9. No livestock may be kept on the property with the exception of domestic pets, provided that such animals be housed and kept in such a manner so as not to be a nuisance to other lot owners.
10. Recreational vehicles such as 4 wheelers, 3 wheelers and off road motorcycles may not be ridden on subdivision roads. Owners of such vehicles must transport them to and from the subdivision property.
11. All lot owners shall, upon recordation of a deed to any lot in the development, have a perpetual non-exclusive easement to travel on roads leading to the public road. There is reserved unto the owner/developer a sixty (60) foot wide easement along all roads for the benefit of other lot owners, and for the placement of utilities, including electricity, sewer and telephone. There is also a sixty (60) foot power easement reserved unto the developer and all owners are granted an easement for placement of telephone and electricity.
12. All roads shown on the recorded plat are private roads, for the use of the purchasers of any lot in the subdivision. All responsibility for maintenance of

said roads shall be assumed by the lot owners, whether individually or by association. By acceptance of a deed or other conveyance to a lot in said subdivision, all grantees shall be deemed to have agreed to be responsible for their pro-rate share of road maintenance costs for the subdivision roads. Such pro-rata costs are based on one (1) share per lot or residence constructed on lot, regardless of the size of the lot. Any lot owner causing excessive damage at any time to any roads, by construction or other activities, shall repair such damage at his own expense and in a timely manner.

13. Invalidation of any one or more of these provisions shall in no way affect any of the other independent provisions which shall remain in full force and effect.
14. If the owner of any restricted land shall violate or attempt to violate any of the covenants, conditions or restrictions herein, it shall be lawful for any other person or persons owning any of the restricted real estate in the development to prosecute a suit at law or a case in equity against the person or persons violating or attempting to violate any such covenant, conditions, or restrictions and to receive injunctive relief, specific damages for such violation, and reasonable attorney's fees.
15. These covenants, conditions, and restrictions shall run with the land and shall be binding on the Owner and their successors in title.

This the 8th day of May, 2002.

MURPHY GRADING, INC.

BY: Charles J. Murphy
Charles J. Murphy, President

The foregoing Certificate of Melissa Wilson, Notary Public, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

*Patty Young, Register of Deeds
for Mitchell County, North Carolina*

By Renee Young Aust
Deputy/Assistant Register of Deeds

STATE OF NORTHCAROLINA

COUNTY OF MITCHELL

Page 4 of 4
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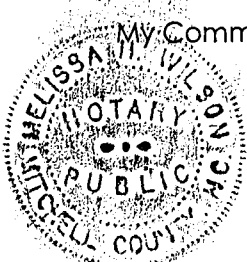
BI 353/719
Time 09:10:00

I, Melissa A. Wilson, a Notary Public for the County and State aforesaid do hereby certify that CHARLES J. MURPHY, President of MURPHY GRADING, INC. personally appeared before me this day and acknowledged that he is the President of MURPHY GRADING, INC., a North Carolina Corporation, and that he as President, being authorized to do so, executed the foregoing instrument in behalf of the corporation.

Witness my hand and official stamp or seal this the 8th day of May, 2002.

Melissa A. Wilson

Notary Public



My Commission Expires: 12/12/2005