

STATE OF NORTH CAROLINA
COUNTY OF MITCHELL

DECLARATION OF
RESTRICTIVE AND PROTECTIVE
COVENANTS

Charles and Janet Murphy, owners of the property known as POPLAR RIDGE, acquired in DB 259 at page 325, as shown by a plat of said property by Jerry L. Ball, RLS, designated Map No. 94122-9 and dated September 9, 1994, 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 aforesaid property:

1. No trailers, mobile, or modular homes, or 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 home 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 into less than 2 acres, nor may more than one residence be placed per 2 acres. Garages and outbuildings are allowed, provided they be harmonious in character with the main dwelling, and not used as residences.

6. Any residence constructed on the premises shall contain at least 800 square feet of ground level finished floor space. Once construction has commenced, the exterior of the building shall be completed within one 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 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, fish-ponds, and/or no more than one horse per lot or 5 acres (whichever is lesser), provided that such animals be housed and kept in such a manner so as not to be a nuisance to other lot owners.

10. All lot owners shall, upon recordation of a Deed to any lot in the development, have a perpetual and non-exclusive easement to travel on roads leading to the public road. There is reserved unto the Owner/Developer a sixty-foot wide easement along all roads for benefit of other lot owners, and for the placement of utilities, including electricity and telephone. There is also a sixty (60) foot power easement as shown on survey plat and all owners are granted an easement as shown for placement of telephone and electricity.

11. 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-rata share of road maintenance costs for the subdivision roads. Such prorata 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 in a timely manner.

12. 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.

13. 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 covered by these restrictions 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.

14. These covenants, conditions, and restrictions shall run with the land and shall be binding on the Owner and their successors in title until January 1, 2005, at which time they shall automatically be extended for successive periods of ten (10) years unless a majority of the lot owners at the time of renewal agree to terminate or amend these covenants, conditions, and restrictions.

This, the 12 day of ^{October} ~~September~~, 1994.

Charles James Murphy SEAL
CHARLES JAMES MURPHY

Janet B. Murphy SEAL
JANET B. MURPHY

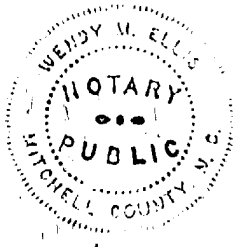
NORTH CAROLINA
MITCHELL COUNTY

I, Wendy M. Ellis, a Notary Public in and for the above County and State, do hereby certify that Charles James Murphy and Janet B. Murphy personally appeared before me this day and acknowledged their due execution of the foregoing document for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 12th day of September, 1994.

Wendy M. Ellis
Notary Public

My Commission expires 2/13/99.



State of North Carolina Mitchell County the foregoing Certificate (s) of Wendy M. Ellis

is (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 Mitchell County, North Carolina

in Book 259, Page 328
this 12th day of Oct, A.D. 1994

at 4:50 O'clock P M.
Don Hardie Patty Young, Asst.
Register of Deeds - Assistant Register of Deeds