

NORTH CAROLINA  
MACON COUNTY

NOTICE OF RESTRICTIONS ON EDEN VALLEY SUBDIVISION

WHEREAS, Jack L. Gale, as Trustee, is the owner in fee simple of the following described real estate lying and being in Ellijay Township, Macon County, North Carolina:

All the land described in a deed from Clyde Berry Slagle and husband Richard H. Slagle to Jack L. Gale, Trustee, dated September 23, 1964, and recorded in the office of Register of Deeds for Macon County, North Carolina, in Deed Book E-7, page 290; and

WHEREAS, the above described property is not subject to restrictions and limitations of record as to the property contained in said subdivision aforesaid, and the developer desires and intends to create a community of summer homes owned by compatible residents and to protect the rights of such residents to use and enjoy their property without fear or concern as to the security of their investment or the future enjoyment of their property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, I, Jack L. Gale, as Trustee, do hereby covenant agree with all other persons, firms or corporations now owning, or hereafter acquiring any property in the area hereinafter described, that all the lots shown upon the map or plat of Eden Valley Subdivision, which is recorded in the office of Register of Deeds for Macon County, North Carolina, in Plat Book No. 2, at page 63, and now owned by me as such Trustee, are hereby subjected to the following restrictions as to the use thereof, and the acceptance of said restrictions by all property owners shall be deemed to be a part of the consideration for any deed of conveyance hereafter made, and said restrictions shall become one of the expressed conditions upon the conveyance of any of said property and shall be covenants which shall run with the land until the year 1990, to-wit:

PART A. AREA OF APPLICATION.

A-1. Fully protected Residential Area. The residential

area Covenants in "Part B" in their entirety shall apply to all lots hereinabove referred to with the exception of those lots designated on said plat or map, or hereafter conveyed to the Eden Valley Community Association as recreation or park areas.

PART B. RESIDENTIAL AREA COVENANTS.

B-1. Each lot as originally sold by the developers shall constitute a single homesite restricted to one single family residence and one outbuilding which may serve as garage, carporte, storage room, stable, hobby workshop or a combination of any of these. The design, construction, materials and location of both of these buildings shall be submitted by written application for approval and shall be approved in writing by a committee to be selected by the developer until 65 lots are sold and then the committee to be selected by the board of directors of Eden Valley Community Association. A copy of the plans and specifications shall be submitted to and remain on file with the developer of the subdivision. Approval of the proposed buildings shall not be withheld if the proposed structure or structures shall reasonably conform with the best interests of the development as determined by the Board of Directors of the Association. Size of the proposed buildings shall not be considered as a factor in the approval or disapproval of said plans.

B-2. All springs on the property to be developed shall be controlled by the Eden Valley Community Association, or the developer, until such time as the Eden Valley Community Association can come into being, in order to provide a water supply to as many lot purchasers as is possible. This provision shall in no way, however, be construed as a guarantee of water rights to any purchaser.

B-3. Easements for water lines and power lines across all lots shall be reserved by the developer, the same to be located so as to interfere as little as possible with existing or proposed improvements on said lots, said easements shall be of the smallest

possible size and whenever possible shall be laid along the side and rear lot lines.

B-4. Whenever more than one lot owner shares a water line, the original expenses and cost of subsequent maintenance shall be prorated between those owners using the same.

B-5. The restrictions as stated shall not prohibit the purchaser of any lot from camping on his lot in a tent, trailer or camper for a period not to exceed 30 days in any one year, for a period of three years after date of purchase of said lot, or using such facilities for a period of 90 days while actively building a permanent residence. All residences must be substantially complete and ready for occupancy within 18 months from date of commencement.

B-6. All of those lots designated as Section II, and Lots Nos. 10, 11, 12, 13, 14, 15 of Section III of Eden Valley Subdivision as shown by plat thereof recorded in Plat Book 2, page 63, Records of Macon County, North Carolina, may be used by the purchaser thereof for the location of one house-trailer or mobile home upon each lot to be used as a permanent or semi-permanent residence, upon application and approval by the Eden Valley Community Association, or the developer until the Association shall come into being.

B-7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

#### PART C. FORMATION OF EDEN VALLEY COMMUNITY ASSOCIATION.

C-1. An association known as the Eden Valley Community Association shall be formed to promote the best interests of the community, including but not limited to recreation, road and bridge maintenance, caretaking services and water supply. Each purchaser of a lot or lots shall automatically

173

I-7

become a member of said association. Initial dues shall be \$25.00 per lot per year and shall be and remain a lien on the land until paid. The members of the association shall each be entitled to one vote for each lot owned. The developer shall also be a member of said association and shall have 25 votes until such time as all lots are sold, at which time he will cease to be a member of the association. The developer shall pay as dues to the association \$10.00 per lot per year from the date hereof until said lots shall have been sold, payable on the date of sale of each said lot. Dues of the association shall be due and payable on the 15th day of August each year.

C-2. The Eden Valley Community Association shall be governed by a Board of Directors to be elected at the annual meeting of the association for the term of one year by a majority of those members entitled to vote. At the first annual meeting of the association By-Laws to govern the association shall be adopted by a majority of those members of the association entitled to vote at said meetings. Annual meetings shall be held on the last Thursday of August in Eden Valley, Macon County, North Carolina.

C-3. Each lot owner, whether an individual or husband and wife, or corporation or any other joint owners of a single lot shall be considered as one person for the purpose of determining membership in the Eden Valley Community Association.

C-4. The developer will donate at least two acres of his entire property to be selected from any portion of the property from his choice to the association for recreation purposes. This donation shall be made at some time at the developer's choice prior to the sale of all the lots.

#### PART D. CHANGE OF RESTRICTIONS.

D-1. These restrictions may be changed, amended or deleted upon written consent of 75% of all property owners. For this purpose only, each lot owner, including the developers shall

have one vote. However, in the event that any contemplated change directly affects the property of one or more property owners rather than all property owners, consent must be obtained from all adjoining, abutting or contiguous property owners of the property affected.

The owners reserve the right to operate and maintain a sales office and/or model home on any unsold lot until all lots are sold.

IN WITNESS WHEREOF, the said Jack L. Gale, As Trustee, Jack L. Gale, Individually, and wife Tina C. Gale, have hereunto set their hands and seals, this 4th day of August, 1965.

Jack L. Gale (SEAL)  
Trustee.  
Jack L. Gale (SEAL)  
Tina C. Gale (SEAL)

NORTH CAROLINA  
MACON COUNTY

Personally appeared before me this day JACK L. GALE, Trustee, Jack L. Gale, Individually, and wife TINA C. GALE, who acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial seal, this 4<sup>th</sup> day of August, 1965.

(L.A.)

Lucille Lyatt  
Notary Public, Macon County, N.C.  
My Commission Expires: 2-22-67

North Carolina, Macon County.

The foregoing certificate of Lucille Lyatt  
Notary Public of Macon County, State of N.C.  
attested by his/her notarial seal, is a true and correct. Let the instrument with the certificates, be recorded.

Witness my hand and official seal, this 5 day of Aug 19 65

Abraham  
CLERK, SUPERIOR COURT

Filed for registration on the 5 day of August, 1965, at 1:30 o'clock P.M., by  
registered and verified in the office of the Register of Deeds for Macon County in Book 173,  
Page 173. This 5 day of August, 1965.  
John H. Stepp  
Register of Deeds for Macon County