

NORTH CAROLINA
MACON COUNTY

KNOW ALL MEN BY THESE PRESENTS

That WESTBROOKE INVESTMENT COMPANY, the owner of the hereinafter described tracts or parcels of land does hereby covenant and agree with all other persons, firms or corporations hereafter acquiring plots or tracts lying within said lands, which said lands are plots #1 through #38 as shown by map or plat thereof recorded in the office of Register of Deeds for Macon County, North Carolina, in Plat Book No. 2, Page 67, said map or plat being entitled "Big Ridge Cottage Sites", as surveyed and platted by J. Frank Shope, Registered Surveyor, in June, 1965, are hereby subjected to the following restrictions, covenants and conditions as to the use thereof: the same running with said property by whomsoever owned, to-wit:

1. BUILDING SETBACKS: No building shall be constructed closer than twenty-five (25) feet from center line of the road as now recorded in Plat Book 2, Page 67, of the Recorder's Office of Macon County, North Carolina, and no closer than ten (10) feet to side lot lines and no closer than five (5) feet to rear property line.

2. RIGHT TO RESUBDIVIDE: If more than one (1) cottage is desired, owner of Lot may resubdivide to no less than twenty-thousand (20,000) square feet of land per lot. However, setbacks shall remain as set forth above.

2a. SINGLE FAMILY RESIDENCES EXCLUSIVELY: No building shall be allowed or erected on any cottage site except a single family house, all for the use and occupancy of one (1) family and attendant domestic servants. Each family residence house or home shall contain at least six hundred (600) square feet of living space on the ground floor and shall not exceed two (2) stories in height, exclusive of basement.

3. BUILDING PLANS: For the purpose of further insuring development of the lands in the subdivision as a residential area of high standard, the Subdivider reserves the right to control the buildings and structures placed on each lot.

4. EXTERIOR FINISH: All exterior of buildings shall be completed within two (2) years after starting same.

4a. The exterior of buildings must be of accepted materials used by building trades and classed as a finished product. There shall be no lean-to, tent frames or tar paper shacks erected at anytime whatsoever nor shall there be erected any fences, walls and ets that would be detrimental to the subdivision. No fences or walls shall exceed five (5) feet in height.

5. STREET REGULATIONS AND PARKING: There shall be no driveways or footpaths constructed over ditches unless proper gutter pipe is used and large enough not to interrupt water flow. These pipes must be manufactured corrugated metal or precast concrete to be a minimum of twelve (12) inches I.D. These gutters shall be maintained and kept clear by each individual property owner. If such is not done the owner is subject to a maintenance charge for same. Road and street easements as shown on the plat of the property to which these restrictions are applicable are reserved to the Subdivider and the public for free egress and ingress to and from said property. The Subdivider agrees to maintain said roads and streets in a usable manner in all except extreme weather conditions until such time as seventy-five (75%) per cent of the Lots have been sold then said streets and roads will be delivered to the political subdivision thereof, for maintenance purposes. The owner shall pay the Subdivider, pro rationate with other owners, his share of services actually rendered by Subdivider in the maintenance of the roads.

5a. There shall be no parking of vehicles on roadways that will hinder egress or ingress of any vehicular traffic. Under no circumstances will there be any vehicle of any make or description left without wheels, windows or unsightly condition on these lots at anytime. If such occurs the Subdivider or the owners of any lots may have same towed away at the expense of person leavings such vehicle.

6. NUISANCE: Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No sign of any character shall be displayed or placed upon any of the premises or lots in said subdivision, including "For Rent" or "For Sale" signs. No manufacturing, trade, business, commerce, industry profession or other occupation whatsoever will be conducted or carried on upon any cottage site or any part thereof, or in any residential structure erected thereon.

6a. There shall be no littering of any type including building materials, which shall be kept neatly stacked at all times and there shall be no garbage or tin cans dumped or left on the grounds at anytime. Garbage must be kept in acceptable containers and be removed periodically so as not to create any odors or nuisance detrimental to the area.

6b. There shall be no open fires allowed at anytime that would endanger anyone's property and there shall be no burning of any waste that would create a nuisance odor. All fires must be contained in acceptable fireplaces or fire containers at all times.

7. TEMPORARY LIVING QUARTERS: No House Trailers or Mobile Campers may be parked on Lots except for a period of no longer than two (2) years for the purpose of a place to live while building is under construction. Written permission must be obtained from the Subdivider or Agent as to approval in appearance of such vehicle and to establish date of commencement. However, in no case shall anyone occupy these facilities unless they are tied into water system and sanitary septic tanks.

8. LANDSCAPE: Trees shall be removed only when absolutely necessary for buildings and drives and under no circumstances shall a lot be made completely barren of trees.

9. EASEMENTS AND RIGHT-OF-WAYS: An easement and right-of-way are hereby expressly reserved in and over a strip of land five (5) feet in width along the rear line, side lines and front line of the lots for the construction and maintenance of electric power and telephone service lines, storm water drains, land drains, public and private sewers, pipe lines supplying gas and water, or other public or quasi-public utility. The grantor, its successors or assigns, shall have the right to enter and permit others to enter upon said reserved strip of land for any of the purposes for which the said easement and rights-of-ways are reserved.

10. REMEDIES FOR VIOLATIONS: In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider and the owners of the lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider or Agent shall have the right whenever there shall have been built on any lot 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, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

11. RIGHTS OF SUBDIVIDER: The Subdivider, its successors or assigns, hereby reserves the right to enter into agreements with the grantee of any lot or lots, without the consent of the grantees of limitation and agreements herein set forth which refer to setback lines, square footage content, areas of improvements, easements, building plans, architectural committee, maintenance of parkways, garbage disposals and clotheslines, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction limitation or enforceable as to all other lots located in said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the lot where such deviation is permitted.

12. SUBDIVIDER MAY ASSIGN: WESTBROOKE INVESTMENT COMPANY may assign any and all its rights powers, obligations and privileges under this instrument to the Political Subdivision or to any other corporation, association or person.

13. RIGHTS OF POLITICAL SUBDIVISION: If at anytime seventy-five (75%) percent of the Lot owners decide that these Deed Restrictions need changing to improve the area for which they cover the seventy-five (75%) percent would rule on these changes.

14. ATTORNEY FEES AND COURT COSTS: If for any reason whatsoever a lot purchaser may cause services of an Attorney by the Subdivider to enforce above Restrictive Covenants, the purchaser of the lot shall pay Court Costs and reasonable Attorney Fees.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name, this 28th day of October, 1969.

Seal

WESTBROOKE INVESTMENT COMPANY

ATTEST:

By Edward A. French

Corp. Seal

Signed, Sealed and Delivered
in the presence of:

John P. Lake
William A. Cordie

STATE OF FLORIDA)

COUNTY OF BROWARD)

Before me personally appeared Edward A. French and Warren W. Hirt, Jr. to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Edward A. French President and Warren W. Hirt, Jr. Secretary-Treasurer of the above named WESTBROOKE INVESTMENT COMPANY, a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary-Treasurer, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 28th day of October,
A.D. 19 69.

Phyllis J. Jeffercoat
Notary Public, State of Florida at Large

My commission expires Aug. 22, 1970
Seal

NORTH CAROLINA, MACON COUNTY

The foregoing or annexed certificate(s) of Phyllis J. Jeffercoat a
N. P. of Broward County, State of Fla.; and her Seal(s)
N. P. of Broward County, State of Fla.; attested by her Seal(s)
is certified to be correct. Presented for registration and recorded in this
office in Book J-8, Page 298, This 13 day of Feb., 19 70
at 11:56 o'clock AM.
W. V. WARR
Register of Deeds

John P. Lake
Register of Deeds Franklin, N. C.