

DECLARATION OF RESTRICTIVE COVENANTS FOR

INDIAN HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That T & C LAND, INC, a corporation existing under and by virtue of the laws of the State of North Carolina, is the owner of all of the following described property located in Cartoogechaye Township, Macon County, North Carolina, and being more particularly described as follows:

BEING all of that property as described in a deed dated 12 October 1995 from Robert C. Parker, et ux, et al, to T & C Land, Inc., a North Carolina corporation, as recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Deed Book B-01 at pages 1420-1421; FURTHER BEING all of that property as shown on a plat by survey dated 25 September 1995 by Larry T. Turlington, R.L.S. entitled "Indian Hills Subdivision"; said property hereinafter referred to as "INDIAN HILLS SUBDIVISION".

T & C LAND, INC. (hereinafter referred to as the "Developer") intends to sell and convey certain parcels and lots located within "INDIAN HILLS SUBDIVISION" hereinabove described, and intends to establish a general plan for the improvement and development of said subdivision, and does hereby impose upon all of the lots mutual and beneficial restrictions, covenants, servitudes, and charges, under a general plan and scheme of improvement for the benefit of all lots and parcels of the entire premises, and for the owners and their assigns, and for future owners and their assigns of all said lots and parcels which are a part of "INDIAN HILLS SUBDIVISION".

Each and every one of these conditions, covenants, reservations, and restrictions is, and all are, for the benefit of each and every owner of land in said "INDIAN HILLS SUBDIVISION", or of any interest therein, and shall inure to, and pass with each and every parcel of said subdivision and shall bind the respective successors in interest of the present owners thereof for a period of thirty (30) years from the date of recordation of these Restrictive Covenants. Each and every owner shall, during the period of these Restrictive Covenants, have the power to enforce the compliance of these covenants, conditions, and restrictions on the part of any other owner of property located within "INDIAN HILLS SUBDIVISION".

1. The property shall be used for residential purposes only. Only one detached single family dwelling, not to exceed two stories in height, exclusive of basement, shall be erected on said lot; provided, however, that one small accessory building, which may include a garage, may also be erected on said lot; provided further that the same may not be used as an apartment or other dwelling.

2. All lots shall be used for residential purposes only and no business activity of any nature may be conducted upon the property, including, but not limited to, the offering of any item for sale, the manufacture of any item, any repair shop, child care center, rest home, or any other business office.

3. No lot in said subdivision shall be resubdivided.

4. Each residence located on the above described property shall be of at least 1,000 square feet of heated floor space.

5. All recreational vehicles, including boats and their trailers, shall be stored in areas not generally visible from the street(s).

6. No trailer, camper, motor home, mobile home, or other temporary structure shall be permitted to be used as a residence on the property nor shall such temporary structure be permitted to be hooked up to any utilities and shall be stored only in areas not generally visible from the street(s).

7. No building shall be placed closer than fifteen feet (15') to any boundary line unless two or more lots are improved as a unit, in which event this restriction shall apply only to the unit.

8. All owners of lots shall be required to install a culvert under their driveways at the intersection thereof with the existing road rights of way. Each culvert shall be a minimum of twelve inches (12") in diameter.

9. There shall be no cutting or removal of hardwood trees having a diameter of fourteen inches (14") or more measured four feet (4') above the ground, excluding those trees which must be removed from the actual construction area.

10. Any satellite dish or saucer-type antenna placed upon the property must be of the mesh type and painted black or brown.

11. The exterior of all structures on the lot must be completed within one (1) year after the commencement of construction thereof, except where natural disaster such as strikes, fires, national emergencies, or natural calamities makes completion impossible or would result in great hardship upon the owner or builder.

12. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly, or unkept condition of any structure or on the ground of his lot(s), which condition would mar or substantially decrease the beauty of the neighborhood as a whole or of any specific area.

13. No obnoxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon intending to cause or causing embarrassment, discomfort, annoyance, or nuisance to the neighborhood.

14. All trash, garbage, and waste shall be kept in sanitary, closed receptacles provided by each lot owner in an area not generally visible from the street(s) or from adjoining residences.

15. No fuel tanks or similar storage receptacles may be exposed to view and such tanks or receptacles may be installed only within the main dwelling or permitted accessory structure or otherwise shall be buried underground.

16. All building plans, including outbuildings and materials, must be submitted to the Developer at least fifteen (15) days prior to the beginning of construction and must be approved. Approval of building plans will not be unreasonably withheld. After the time that a homeowner's association is formed, said plans must be submitted to said association in lieu of the Developer.

17. The declarants reserve unto themselves, their successors and assigns, a perpetual, alienable, and releasable easement and right of way on, over, and under the ground to erect, maintain, and use electric and telephone poles, wires,

cables, conduits, sewers, water mains, and other suitable equipment for the transmission and discharge of electricity, telephone, gas, sewer, and other public conveniences or utilities on, in, or over ten feet (10') along the rear of each lot and five feet (5') along the front and each side of said lot. Such easements and rights expressly include the right to take any action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. By reservation of said easements, the Developer in no way obligates itself, its successors or assigns, to provide any utility service to any lot in this subdivision.

18. Each property owner shall be required to become a member of the INDIAN HILLS SUBDIVISION HOMEOWNERS' ASSOCIATION, which association shall have as its primary function the maintenance of the roadways and water systems within the subdivision. Each property owner shall contribute to the costs of maintaining the roadways and the water systems within the subdivision and the said association shall have the power to assess property owners for such amount and shall further have the powers, authorities, and responsibility set forth in the bylaws of the association as they exist or may hereafter from time to time be amended.

19. Each property owner's proportionate share of the cost of maintenance, upkeep, and repair of the roadways, streets, water system, and other similar common expenses, and/or the cost of abatement and removal of any structure or other property or thing in violation of these restrictive covenants as herein provided, shall be and constitute a lien upon the respective lots to which the same is applicable until the same shall have been paid in full. Failure to pay such assessment or charge within thirty (30) days after declaration and notification thereof to the owner shall constitute grounds for the filing of a notice of lien upon the public records of Macon County, North Carolina, which said lien may be enforced as in the cases of lien

foreclosure under the General Statutes of the State of North Carolina.

20. No sign of any type advertising the property for sale or for rent shall be displayed to the public view on any parcel; provided, however, that the Developers retain the right to place reasonable signs on property retained by him.

21. Each property owner shall be responsible for repairing any damage to the roads within the subdivision caused by himself, his guests, his agents, or his employees.

22. No livestock, poultry, or other animals except household pets such as dogs, cats, etc. shall be permitted upon said property; provided, however, that all such household pets shall be kept on leashes when outside.

23. All water systems and sewage systems shall be constructed, installed, and maintained in accordance with applicable Federal and State Health Departments and approval of all water systems and sewage systems shall be obtained from such applicable authorities prior to completion of said systems and prior to the use thereof.

24. Invalidity of any one of these covenants, conditions, or restrictions by a judgment or order of court of competent jurisdiction or by requirements of state or federal law shall in no wise effect the validity of any of the other provisions and said provisions shall remain in full force and effect.

25. In the event of violation of any of these restrictive covenants by any lot owner or agent of such owner the owner of any such lot subject to these restrictions shall have the right to take such legal or equitable action as necessary to compel compliance or to terminate or enjoin any violation. Additionally, the Developer shall have the same right of enforcement and shall have the further right to enter upon the premises where such violation exists to abate or removal the same if, after 90 days written notice to the lot owner the violation has not been corrected. Any such entry by the Developer shall not be deemed a trespass.

IN WITNESS WHEREOF, the Developer has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto by authority of its Board of Directors, this the 12th day of October, 1995.

T & C LAND, INC., a  
North Carolina corporation

Richard Cook  
By: Richard Cook, President

John Philip Tallent  
Attest: John Philip Tallent, Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF MACON

I, a Notary Public, do hereby certify that JOHN PHILIP TALLENT personally appeared before me this day and acknowledged that he is the Secretary of T & C LAND, INC., a North Carolina corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him as its Secretary.

Witness my hand and notarial seal, this the 12th day of October, 1995.

Judy L. McGuire  
Notary Public  
My Commission Expires: 30 July 1996

STATE OF NORTH CAROLINA  
COUNTY OF MACON

The foregoing certificate of JUDY L. MCGUIRE, Notary Public of Macon County, North Carolina, is certified to be correct. This instrument was presented for registration this the 12th day of October, 1995 at 4:30 o'clock, P.m., and duly recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Book B-21 at pages 1428-1433.

This the 12th day of October, 1995.

Janet Robinson  
Register of Deeds

Regina Parrish  
Asst. Deputy Register of Deeds