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ASHE COUNTY
SHIRLEY B. WALLACE
REGISTER OF DEEDS

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BOOK 00404
START PAGE 0469
END PAGE 0472
INSTRUMENT # 06527

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NORTH CAROLINA RESTRICTIVE COVENANTS AND RESTRICTIONS AGREEMENT
ASHE COUNTY AFFECTING HERITAGE ESTATES

A subdivision in Obids Township, Ashe County, North Carolina (Plat Book 244 at page
2255-2257; Plat Book 5, Page 566,
Ashe County Registry

1. All Owners of lots in the Property shall be members of the HERITAGE ESTATES PROPERTY OWNERS ASSOCIATION, INC. (HEPOA), hereinafter referred to as the "ASSOCIATION", a North Carolina non-profit corporation, upon its incorporation and organization as herein provided. The purpose of the said ASSOCIATION shall be to promote the property owners and the property, to enforce these covenants, and to maintain the common properties and roads and easements within the development, to fix, levy and collect payment of charges and assessments to pay expenses in connection with the ASSOCIATION and such other purposes as are set forth in the articles of incorporation and by-laws of the ASSOCIATION. The annual dues shall be Two Hundred (\$200) Dollars per lot per year; provided, however, that in the event two or more lots are combined and legally deeded as one tract with one residence constructed on the combined tract, the combined tract shall thereafter be considered as one tract for annual dues purposes. The ASSOCIATION reserves the right to change or modify the annual dues as conditions warrant, in its discretion.
2. Said property shall not be used for business, manufacturing or commercial purposes, nor shall any animals or fowls be kept or allowed to remain on said property for commercial purposes and no animals other than household pets shall be kept or allowed to remain on said property for any purposes, nor shall anything be done on said property which is a nuisance or annoyance to the community.

3. No lot shall be further subdivided, and no lot shall be used to provide access for lands located outside the Heritage Estates Development.
4. No building of any kind shall be erected or allowed to remain on said property if there are any cinder blocks or concrete blocks exposed on any side.
5. No part of said premises shall be used or occupied injuriously as to affect the use, occupation or value of the adjoining or adjacent premises for residential purposes, or the neighborhood wherein said premises are situated.
6. No single-wide, double-wide or other mobile homes or house trailers shall be permitted on the subject premises; provided, however, that nothing herein shall prevent modular homes which have been constructed of frame, with roof pitches 6/12 or greater if approved pursuant to paragraph 10 below. No other modular homes shall be permitted.
7. No building shall be erected upon the granted premises which is closer than twenty (20) feet from the street right of way or closer than ten (10) feet from the property line of any other adjoining tract; provided, however, that these set-back provisions shall not apply to Lots 17, 38, 39, 52, and 53.
8. No 4-wheelers may be operated upon the subject premises. Motorcycles, however, are permitted for ingress and egress to lots within the subject premises.
9. All buildings constructed on the subject premises shall be constructed in accordance with all the rules and regulations of the North Carolina Building Code, and owners of each granted tract must have the plans approved by the ASSOCIATION of the subdivision. Each home shall have 1,000 or more square feet of finished heating living area, excluding garages, porches, etc. All outbuildings shall be constructed in the same style and with the same building materials as the main house. Outbuildings which are built to accompany a log residence may have log-siding. . No home, building, or other structures shall be constructed, erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, and plot plans showing the proposed location of such building or structure, drives and parking areas, including plans to control ground water run-off, have been approved in writing by the Architectural Review Committee of the ASSOCIATION.
10. No unsightliness shall be permitted on any of the tracts and said premises shall not be used or maintained as a dumping ground or storage area for junk or inoperable motor vehicles, rubbish or trash, and in order to maintain the natural beauty of the area, all residents and owners shall comply strictly with the following provisions:
 - a) No tract shall be used or maintained as dumping ground for rubbish. Trash, garbage and other waste shall not be kept, except in closed sanitary containers. No outside storage shall be permitted except during construction.

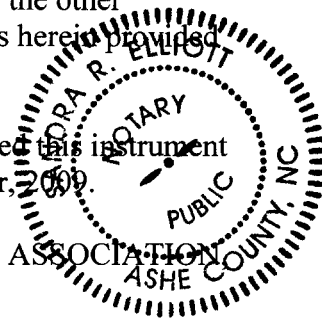
- b) No unlicensed motor vehicles, including cars, buses, tractors, trailers, and all parts thereof, that are not in normal running condition and in average use shall be kept on any of the within described real property except within an enclosed structure; it being specifically understood that this covenant is to prohibit and forbid the keeping of any wrecked motor vehicles not in normal public use and operation and any other like parts or the debris upon the within described property, except for occasional necessary repairs in buildings and no parking shall be allowed on the streets. Each lot shall have its own parking area driveways on the lot once owners have taken occupancy of the home.
 - c) Any unsightly equipment and material, including garden and maintenance machinery and equipment, garbage cans and sanitary containers, lumber and construction materials and any other equipment and materials shall be kept at all times, except when in use, in an enclosed structure which shall be properly painted and maintained in good condition. No lumber, grass, shrubs, tree clippings, plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any of the within described property. Grass must be kept mowed and yards maintained at all times.
- 11. Sewage disposal shall be effected by means of individual septic tanks. All septic tanks and disposal fields must be approved by Ashe County Health Department or other regulatory agency.
 - 12. No billboards or signs shall be erected or allowed to remain on said property except "For Sale" signs or "For Rent" signs and these shall not exceed three feet in length and two feet in width.
 - 13. No motor homes shall be used on the subject premises as a residence except during a period of time when the owner of the same has a residence under construction on the subject premises. Suitable parking arrangements shall be made for all motor homes and campers owned by residence owners within the development. The same may not be parked on or within the rights of way of the subdivision streets or within the yards of residence owners except for guests of owners not to exceed ten (10) days.
 - 14. When the construction of a dwelling house or detached garage is commenced by the owner of any lot in said subdivision, the external construction of the same shall be complete and said structure shall be ready for occupancy or use within twelve (12) months from the date construction is started.
 - 15. The owners of any granted lot or lots agree that they will maintain their respective premises in a neat, presentable and attractive condition, including but not limited to, the keeping of garbage in closed containers, the cutting grass and weeds, and the removal from the premises of trash and debris.

16. A five (5) foot utility easement is hereby reserved on all sides of each lot. This may be removed, upon request, by the developer for multiple lot purchases; and it is specifically understood and agreed upon that, upon lots being combined, this utility easement on the common boundary of the combined tract shall be automatically extinguished.
17. Each Property Owner shall insure buildings for their replacement value against loss by fire or other hazards.
18. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the ASSOCIATION, or the owner of any tract subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by a majority of the members of the Board of Directors of the ASSOCIATION and the developer.
19. Each property owner shall have the affirmative duty and obligation to inform the ASSOCIATION in writing of any change of ownership of the Property, or the Property Owner's current address. No Property Owner shall be excused from their obligations established in these Covenants if the ASSOCIATION has not received the Property Owner's current address or notice of change of ownership from the Property Owner.
20. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant.
21. The invalidation of any one or more of the foregoing covenants and restrictions by judgment, Court order, or otherwise, shall not in any way effect any of the other covenants and restrictions which shall remain in full force and effect as herein provided for.

IN TESTIMONY WHEREOF, the ASSOCIATION has hereunto caused this instrument to be signed by at least a majority its officers, this 5th day of September, 2009.

HERITAGE ESTATES PROPERTY OWNERS ASSOCIATION
INC.

By: Robert Lloyd Wall, President
By: Rick White - Vice President
By: Ann White - Secretary
By: Blaine Herdby - Treasurer
By: Patrick J. Kirby - Director
By: Joseph Landrum - Asst. Treasurer
By: John Carr - DIRECTOR
By: Gordon H. Lee - DIRECTOR
By: Elaine Stewart - Director



North Carolina
Ashe County
I, Sandra R. Elliott
a Notary Public for
Ashe County, NC, do
hereby certify that
Robert Lloyd Wall
personally appeared before me

this day and acknowledged the due execution of
the foregoing instrument. This 25th day of November, 2009
My commission expires March 27, 2010 Sandra R Elliott