

RESTRICTIVE COVENANTS

The undersigned, BASS LAKE DEVELOPMENT CO., INC., in order to create a highly desirable residential subdivision of all of the land purchased by the said BASS LAKE DEVELOPMENT CO., INC., do hereby for said purpose create and make the following covenants and restrictions which shall run with and be binding upon each and every purchaser or purchasers of any lot or lots, tract or tracts, in said subdivision. The purchaser or purchasers of each and every lot or tract in said subdivision, by accepting a deed to any one or more of said lots or tracts, agree and consent to be bound by all of the covenants and conditions herein contained.

RESIDENTIAL AREA COVENANTS

1. Land, Use, and Building Type: No lot or tract shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any lot or tract other than one detached single-family dwelling not to exceed two and one-half stories in height. A private garage may be erected in connection therewith for not more than two cars. Only one single detached dwelling may be erected upon any one lot or tract.

No building may be erected on any lot or tract in said subdivision with less than 900 square feet of floor space exclusive of open porches and garages.

2. Building Location: No building shall be located on any lot or tract closer than 25 feet to the front or rear lot line, nor closer than 15 feet to any side lot line.

3. Easements: Easements affecting all lots or tracts in said subdivision are reserved for the installation of utilities and drainage facilities. No utility company or organization, so using the easements herein reserved, shall be liable for any damage necessarily done to the shrubbery, trees, flowers, or other property located upon any lot.

4. Nuisances: No trade or business of any character shall be carried on or conducted upon any lot or tract, or part thereof, in said subdivision. No noxious or offensive activities shall be carried on or conducted on any lot or tract, or anything be done or caused to be done thereon which may be or become a nuisance or annoyance to the neighborhood.

5. Temporary Structures: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuildings, shall be erected or used on any lot or tract at any time as a residence, either temporary or permanent.

6. Signs: No sign of any kind shall be displayed to the public view on

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any lot or tract except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction.

7. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or tract except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

This restriction does not include the keeping of horses or ponies for riding purposes.

8. Garbage and Refuse Disposal: No lot or tract shall be used or maintained for a garbage dumping ground for rubbish, trash, garbage, or other waste, and all rubbish, garbage, or other waste, shall not be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Culverts: All culverts constructed by lot or tract owners shall be trouble-free and shall be so constructed that they will not cause damage to other lot or tract owners or the streets in any part of said subdivision.

10. Enforcement: If any of the owners of any part of any lot or tract contained in said subdivision, or their heirs, successors, or assigns, shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for BASS LAKE DEVELOPMENT CO., INC. their heirs and assigns, or for any other person or persons then owning real estate in said subdivision to prosecute any proceeding at law or in equity against any person or persons so violating or attempting to violate any covenant or restriction as to the use of any lot or tract of real estate contained in said subdivision to restrain said violation or violations and to recover damages for said violation. In the event that a suit is so prosecuted, the defendant to said suit, if the plaintiff is successful, shall pay all of the costs incurred by the plaintiff, including a reasonable amount for attorney fees to be taxed as costs.

If for any reason any covenant or agreement herein contained shall be held to be invalid or unenforceable by any court, said ruling shall not in any way invalidate or affect any of the other covenants or restrictions herein.

GENERAL PROVISIONS

1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for a successive

period of 10 years, unless by vote of those persons then owning a majority of said lots or tracts it is agreed to change said covenants in whole or in part, or that said building restrictions or covenants shall no longer be of any force or effect.

IN TESTIMONY WHEREOF, BASS LAKE DEVELOPMENT CO., INC. has caused this instrument to be executed in its corporate name by its president and attested by its Secretary all by order of the Board of Directors, the day and year above



BASS LAKE DEVELOPMENT CO., INC.

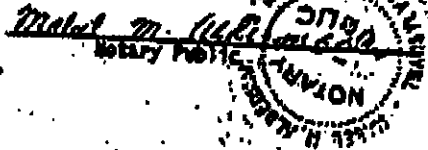
By: Margaret C. Head Secretary
Richard M. Thomas President

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

This 18th day of Feb, 1976, personally came before me, Mabel M. Alderman, a Notary Public for said County and State, who, being by me duly sworn, says that he/she knows the common seal of BASS LAKE DEVELOPMENT CO., INC. and is acquainted with Margaret C. Head, who is the President, the presiding member of said Corporation, and that he/she, the said Richard M. Thomas is the Secretary of the said Corporation and saw the said President sign the foregoing instrument and saw the said common seal of said Corporation affixed to said instrument by said President, and that he/she, the said Secretary, signed his/her name in attestation of the said execution of said instrument in the presence of said President of said Corporation.

WITNESS my hand and Notarial Seal, this 18th day of February, 1976

My commission expires: 3/10/80



STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

The foregoing certificate of Mabel M. Alderman, a Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office in Book 216, Page 165

This 18 day of February, 1976 at 4:30 o'clock, P.M.

James H. ...
Register of Deeds