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Filed for registration on the 22 day of Nov. 1996 at 4:50 o'clock P. M. and registered and verified on the 22 day of Nov. 1996 in Book No: 409 of page 290

Register of Deeds, Transylvania County

By: *Curtis M. Amundson*

Filed for registration on the 2 day of Dec 1996 at 2:55 o'clock A. M. and registered and verified on the 2 day of Dec 1996 in Book No: 409 of page 445

Register of Deeds, Transylvania County

By: *Jean M. Judge*

Prepared By: C. W. McKeller, Attorney

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

DECLARATION OF
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned property owners of the Crystal Creek Subdivision do hereby place the following restrictive covenants on their respective properties held in the Crystal Creek Subdivision, as shown on Plat File 4, Slide 142 Transylvania County Registry, Transylvania County, North Carolina and that said property owners, by their signature hereto affixed, and by acceptance of this Declaration of Restrictive Covenants, and in consideration of the mutuality of the obligations herewith, do hereby establish the following mutual equitable servitudes upon the land of the other, said mutual equitable servitudes to operate as covenants which run with the land for the benefit of the land of the undersigned property owners, their heirs, executors, administrators, and assigns. The undersigned property owners hereby mutually covenant and agree that:

1. Residential Uses and Restrictions. Only single family residential dwellings and such outbuildings as are usually accessory thereto shall be permitted on the lands hereinabove described. Only one (1) house of no less than 1200 heated square feet living space shall be permitted per acre lot. No mobile homes, shall, hereafter, be permitted on the property. No multi-family dwellings may be erected on the aforementioned property in Crystal Creek Subdivision. No activity shall be carried on the noise and/or smell of which constitutes a nuisance; nor shall anything be done which will tend to pollute the local streams. This lot shall be kept free of junk or junked i.e., inoperable vehicles major mechanical work on vehicles, if of a non-commercial nature, may be done, but only if done out of sight of anyone's residence and at least fifty feet from the edge Crystal Creek Drive. Trash shall be set out, if at all, in secure cans, and in any event, out of sight of the public. Burning, (other than cleared brush) shall be done, if at all, only in containers of a type approved by the State Forest Warden. Brush cleared from the lot must be burned or hauled away; but if burned, a burning permit shall be obtained.

2. Animals. No animals shall be kept or maintained on the property hereinabove described except the usual household pets which shall be kept so as not to become a nuisance. No livestock or animals raised for profit shall be kept or maintained on the property hereinabove described including, but not limited to, horses, cattle, swine, and poultry. Horses or cattle may be kept, non-commercially, in the number of one animal per fenced acre. Except for those, and household pets, other animals shall not be kept.

3. Setbacks. No building shall be placed within forty (40) feet from the centerline of any road nor within ten (10) feet of an adjoining property line as indicated on the above referenced plat.

4. Enforcement and Term. These Restrictions shall exist and be enforceable by any of the undersigned property owners and any Grantee of any undersigned property owner herein, to and until October 1, 2015, after which time

Re-recorded to clarify names notarized and signed.

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they shall be re-imposed for successive periods of ten (10) years unless amended or extinguished by an affirmative vote by two-thirds (2/3) of the property owners, their heirs, successors, or assigns. These covenants are to run with the land and may be modified by an affirmative vote of two-thirds (2/3) of the property owners, their heirs, successors, or assigns.

5. Roads And Road Maintenance. The undersigned property owners of Crystal Creek shall be responsible for road maintenance. Each undersigned owner shall be a member of the Crystal Creek Property Owners Association which shall be responsible for collection of money to facilitate road maintenance. A two-thirds majority of the members of the Crystal Creek Property Owners Association shall be required to alter the maintenance fee, up or down, so long as all of whatever fee is levied goes for maintenance. A unanimous decision can obligate the lot owners to contribute to upgrading the roads or other community projects unrelated to road maintenance. Unpaid road maintenance fees shall constitute a lien on the delinquent lot, enforceable as by law provided.

IN WITNESS WHEREOF, the undersigned Grantors have set their hand and seal and do adopt the printed word "SEAL" as their lawful seal.

Richard Edgmon (SEAL)

Angene E. Martin (SEAL)

John W. Wickman (SEAL)

Carlotta S. Melber (SEAL)

Russell Milner (SEAL)

Elison C. Magnan (SEAL)

Bernard L. Gage (SEAL)

Debra E. Wells (SEAL)

Rebecca W. Allen (SEAL)

L. J. Allen (SEAL)

_____ (SEAL)

Diana M. Spruce (SEAL)

Michael S. Harrison (SEAL)

Jennifer H. Harrison (SEAL)

_____ (SEAL)

Robert T. Maguire (SEAL)

_____ (SEAL)

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_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

