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Happy Acres - Restrictions

obligations as set out in the above referred to assumption agreement.

NOW THEREFORE, in and for the consideration of the sum of One (\$1.00) Dollar in hand paid by party of the second part to parties of the first part, receipt of which is hereby acknowledged, parties of the first part hereby and herewith relieve and release Shawver Realty Corporation, its successors and assigns, from all liabilities, responsibilities, and claims whatsoever resulting from or arising out of said assumption agreement herein-above referred to, and to indemnify and save them harmless from all claims by reason of the indebtedness referred to.

IN WITNESS WHEREOF, parties of the first part have hereunto set their hands and seals this the day and year first above written.

T. J. Wilson (SEAL)

Nell Wilson (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I Esther M. Severs, Notary Public, hereby certify that T. J. Wilson and wife Nell Wilson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 19 day of January, 1956.
(Notary Public Seal)

Esther M. Severs
NOTARY PUBLIC

My Commission Expires:
August 19, 1957.

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.


The foregoing Certificate of Esther M. Severs, Notary Public of Transylvania County is adjudged to be correct. Let the instrument, with the certificate, be registered.

WITNESS my hand and Official Seal, this 19 day of January, 1956.

(Clerk of Court Seal)

Ruby D. McCall, DEPUTY
CLERK SUPERIOR COURT

Filed for Registration on the 19 day of January, 1956 at 3:45 o'clock PM and registered and verified on the 20 day of January, 1956, in Book No. 112 of Page 553.


REGISTER OF DEEDS
TRANSYLVANIA COUNTY.

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

RESTRICTIVE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That The Owner, Happy Acres Development Company, Inc., a Corporation Duly Organized and Existing Under the Laws of the State of Florida, Domesticated in North Carolina, does hereby mutually covenant and agree to and with

all other persons, firms, or corporations now owning or hereafter acquiring any property in the following described piece, parcel, or tract of land, situate, lying and being in Dunns Rook Township, Transylvania County, North Carolina:

Being the same land as conveyed to Happy Acres Development Company, Inc., by Shawver Realty Corp. by Deed dated March 24, 1955, and recorded in the Office of The Register of Deeds for Transylvania County in Deed Book 112 at page 201, the description in said deed having been corrected, confirmed, and added to by that certain deed from T. J. Wilson and wife, Nell Wilson, to Happy Acres Development Co., Inc., by deed dated the 26th day of November, 1955, and Recorded in the Office of The Register of Deeds for Transylvania County in Deed Book 112, at Page 550, and, in addition thereto, that certain tract of land containing approximately 30 acres as conveyed by Shawver Realty Corp. to Happy Acres Development Company, Inc., by deed dated March 31, 1955, and recorded in the Office of the Register of Deeds for Transylvania County in Deed Book 112 at Page 223. The above lands having been surveyed and platted as one boundary by T. D. Grimshawe and William Leonard on September 14, 1955, a copy of which plat is recorded in the Register of Deeds for Transylvania County in plat book 2 at page 86, for a more particular description, and as explanation hereof, reference is made to said plat record, which is hereby made a part of this indenture and shows the premises, boulevards, roads, drives, ways, and lakes herein dedicated restricted, and regulated.

That the said property herein above described is hereby made subject to the following dedications and restrictions as to the use thereof:

DEDICATION

All boulevards, roads, ways and drives not already dedicated, together with all lakes, streams, and springs, are hereby dedicated to the use and enjoyment of the owners of land in said sub-division and to them only, reserving unto to Happy Acres Development Co., Inc., its successors, and assigns the reversion or reversions thereof whenever discontinued by law or otherwise.

RESTRICTIVE COVENANTS

USE RESTRICTION:

No lot shall be used except for residential purposes unless consented to in writing by the subdivider. No building shall be erected, placed, or permitted to remain on any lot other than for single family occupancy, and no building shall be erected on any lot other than one main detached, single family dwelling, one guest house and garage per acre, or per lot in the event the original lot is less than one acre.

SET BACK LINES:

No building or any part thereof may be erected nearer to a property line than 20 feet; no building or any part thereof may be erected nearer to a boulevard, road, or ways and drives than 20 feet; and no building shall be erected nearer to a lake or stream than 20 feet without the written consent of the subdivider.

FILLING IN:

No parcel, lot or tract shall be increased in size by filling in the waters on which it abuts.

TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, tent, shack, or other outbuilding shall be maintained on any lot at any time without consent of the subdivider.

GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash Garbage or other waste shall not be kept except in sanitary containers; Incinerators, or other equipment for the disposal or storage for such material shall be kept in a clean and sanitary condition.

SEWAGE DISPOSAL:

All homes or buildings used as a residence on said lots shall have septic

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tanks. All such septic tanks shall be installed in strict accordance with federal, state and local health and sanitation regulations.

RESUBDIVISION:

No tract or lot shall be resubdivided into less than one acre lots without the written consent of the subdivider.

EASEMENTS:

All utilities, public or private, shall have the perpetual right to traverse over, or under any lot in order to serve other lots as means of convenience.

NUISANCES:

No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood whether the same shall be classified as a public or private nuisance, criminal, or civil.

SIGNS:

No signs of any kind shall be displayed to the public on any lot except one identification sign of not more than one square foot, one sign or no more than 5 square feet advertising the property for sale or rent, or signs used by a builder or the subdivider to advertise the property during the construction and sales period.

LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and provided that they are not permitted to run loose at night and do not become a nuisance as defined herein.

ADDITIONAL RESTRICTIONS:

The subdivision may include in any contract or deed hereafter made, any additional restrictive covenants not inconsistent with those herein contained.

GRANTORS MAY ASSIGN:

Happy Acres Development Company, Inc., may assign any and all of its rights obligations, and privileges under this instrument to any other corporation or person, and such assigns shall have every right, power, and authority reserved to, or given to, said assignor as to this instrument.

MINERAL RIGHTS:

Happy Acres Development Company, Inc., reserves unto its successors and assigns 51 per cent ownership in all mineral rights.

ENFORCEMENT:

Enforcement of the restrictions herein imposed shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERALIBILITY:

Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions hereof which other provisions shall remain in full force and effect.

The foregoing agreements, conditions, and restrictions shall constitute an easement and servitude in and upon the lands described herein and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by all original purchasers from the subdividers of land in said Happy Acres Development and all subsequent grantees of the said premises, or any part thereof, their respective legal representatives, heirs, successors and assigns; and failure of said subdivider or any owner to enforce any building restriction, condition, obligation, reservation, right, power, or charge herein contained, however long continued, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

IN TESTIMONY WHEREOF, the Happy Acres Development Company, Inc., has caused this

indenture to be signed in its corporate name by its president and its corporate seal to be hereunto affixed and duly attested by its Secretary thereunto duly authorized and to be dated December, 12, 1955.

(Corporate Seal)

HAPPY ACRES DEVELOPMENT COMPANY, INC.

By: C. E. Shawver
PRESIDENT

ATTEST:

E. W. Severy
SECRETARY

STATE OF FLORIDA
COUNTY OF DADE.

This 12 day of December, 1955, personally appeared before me, Estelle V. Benjamin, a duly authorized Notary Public, Everett W. Severy, Secretary of the Happy Acres Development Company, Inc., who being duly sworn, says that he knows the common seal of the Happy Acres Development Company, Inc., and is acquainted with C. E. Shawver, who is the President of said corporation, and that he the said Everett W. Severy, is the Secretary of the said corporation, and saw the said President sign the foregoing instrument, and saw the common seal of said corporation affixed to said instrument by said president, and that he, the said Everett W. Severy, signed his name in attestation of the execution of said instrument in the presence of said president of said Corporation.

WITNESS my hand and official seal this the 12 day of December, 1955.

(Notary Public Seal)

Estelle V. Benjamin
NOTARY PUBLIC

My Commission Expires the
15th day of August, 1957.

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

The foregoing certificate of Estelle V. Benjamin, Notary Public of Dade County State of Florida, is adjudged to be correct. Let the instrument with certificates be registered. This 19 day of January, 1956.

Ruby D. McCall, DEPUTY
CLERK SUPERIOR COURT

Filed for Registration on the 19 day of January, 1956, at 3:50 PM, and registered and verified on the 20 day of January, 1956 in Book No. 112 of Page 554.

[Signature]
REGISTER OF DEEDS
TRANSYLVANIA COUNTY.