

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS AND CONDITIONS
FOR
INDIAN RIDGE

COUNTY OF HENDERSON

.....

KNOW ALL MEN BY THESE PRESENTS, THAT INDIAN RIDGE, INC., a corporation organized and existing under the laws of the state of North Carolina is owner of that certain tract or parcel of land which has been subdivided and is now known and designated as "INDIAN RIDGE" situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, and so designated on deeds in the office of the Register of Deeds for Henderson County, North Carolina.

That said INDIAN RIDGE, INC does hereby publish and declare for the information of all parties concerned that they do covenant and agree on behalf of themselves, their heirs, and assigns, with all persons who shall hereafter purchase lots in "INDIAN RIDGE", their heirs and assigns, that for the development and maintenance of INDIAN RIDGE as a first class residential area, for the greater benefit, happiness, welfare and mutual best interest of the property owners therein, and for the enhancement and protection of the value of the homes and structures erected, in INDIAN RIDGE, the subdivision shall be developed and maintained subject to the following restrictions, conditions, and limitations:

1. Indian Ridge shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached one-family dwelling and necessary garages and out buildings incidental to residential use.
2. The livable floor area provided in each single family residential unit shall not be less than 1,100 square feet.
3. No buildings shall be erected of exposed cement or cinderblock construction.
4. No structure of a temporary character, mobile home, shack, tent, basement, trailer, garage or temporary housing shall be used on any lot as a residence, either temporarily or permanently, except during construction of a permanent residence, for a period of not more than six (6) months, if screened from view.
5. All trucks, motorized recreational campers, boats and carriages for boats, and hauling trailers may be parked on the lots in INDIAN RIDGE only if they are

placed in areas in which they are screened from the view of adjoining property owners and from the street.

6. No new commercial structure of any type may be placed upon or constructed in INDIAN RIDGE.
7. No lot shall be subdivided or its boundary lines changed during the period of these restrictions, unless the resulting subdivision is one and one-half (1 1/2) acres or larger in size.
8. The exterior of all houses and other structures must be completed within one year after the construction of the same shall have been commenced except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamity.
9. Each residence shall be located at least fifty (50) feet from the margin of the fronting road or street and shall be located at least forty (40) feet from the sidelines of any of the owners of INDIAN RIDGE properties at the time of construction. No set back is required from non-INDIAN RIDGE property.
10. Traditional house pets and one horse, cow or goat for every acre shall be permitted to be housed, harbored or kept in INDIAN RIDGE, provided they are suitably restrained and maintained in such a fashion as to not create nuisance or disturbance to the general tranquility of INDIAN RIDGE. All other farm animals like chickens, turkeys, or pigs shall not be permitted to be housed, harbored or kept in INDIAN RIDGE.
11. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become or which may be an annoyance or nuisance to the neighborhood.
12. No unsanitary conditions prejudicial to the public health shall be permitted. All sewage shall be disposed of by the regular sewage system or by septic tanks approved by the State Board of Health. No liquid waste of any description shall be drained, dumped, or disposed of in any way into any open ditches or watercourses. Trash, garbage or other waste shall be kept in sanitary containers (hidden from the view of adjoining property owners and streets) until disposed. County regulations as to disposal of waste shall be complied with, eg no dumping of and no burning of trash on Indian Ridge Property.
13. There is specifically reserved, a 15-foot easement of a long tract lines and a 30-foot utility and drainage easement from the center line of all roads for the installation and maintenance of drainage lines and systems and utilities, but the same shall be appropriately maintained. No other easement, right of way, or right of access shall be deeded, granted or any way given by tract owners to any other person, firm, or corporation through or over any tracts in Indian Ridge without the written permission of the associations.
14. These covenants, limitations, restrictions, reservations and uses to which the lots and tracts may be put and devoted are to run with the land and take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time these said covenants, limitations, restrictions, reservations and uses shall be automatically

extended for successive periods of ten (10) years each unless it is agreed by a vote of a majority of the owners of the lots and tracts in Indian Ridge that the same may be changed. Each lot or tract owner may have as many votes as the number of acres owned by said owner.

15. In the event of a breach or violation of any of these restrictions by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly, shall have the right to proceed in law or in equity to compel compliance. In addition to the foregoing, INDIAN RIDGE, INC, its successors and assigns, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if, after thirty (30) days notice in writing of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed trespass. The failure to enforce any right, restriction, reservation, or condition contained in these covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent, thereto, and shall not bar or affect its enforcement. The invalidation by any court of any restriction or restrictions in this instrument contained, shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If through the provisions of these restrictive covenants, any proceedings in law or equity should bring about a lien against any of the property contained in said subdivision, then said lien against any of the property contained in said subdivision shall be posted of record in the Henderson County Registry or the Henderson County Clerk of Courts office, then it shall be deemed that no lien exists against any property contained in the subdivision by virtue of the enforcement provisions contained within these said covenants.
16. For the purpose of maintaining all roads constructed in INDIAN RIDGE which are not a part of the state secondary road maintenance system, each and every purchaser and property owner bounding on non-state maintained roads, in accepting property in INDIAN RIDGE from the developer and/or subsequent property owners, covenants and agrees to be solely responsible for and perform such semi-annual (spring and fall) maintenance as may be reasonably necessary for ingress and egress from their respective properties located in INDIAN RIDGE to the existing state maintained secondary roads. In order to share equally in the maintenance expenses as will be necessary, each and every property owner purchasing property in INDIAN RIDGE bounding on non-state maintained roads, covenants to pay semi-annually or annually, their prorata share of the cost of maintaining the private roads constructed in INDIAN RIDGE in an amount to be determined by a quorum of members at the annual meeting. If any lot shall be a corner lot which fronts on both state maintained roads within the INDIAN RIDGE subdivision, considered as being located on a state maintained road for the purposes of these said restrictive covenants. However, any of these corner lots fronting on both state and privately maintained roads, shall be deemed to be located on a non-state maintained road for the purposes of these restrictive covenants, if the owner of said dually fronting lots shall make a driveway connection to the non state maintained road.

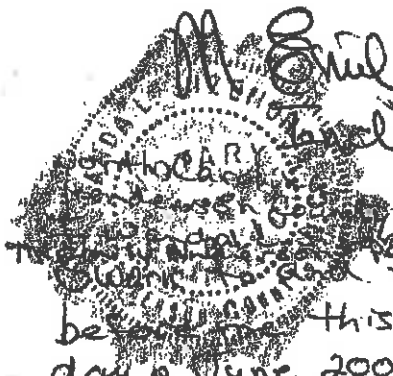
A majority of the property owners who have purchased property in INDIAN RIDGE created a property owners association to be known as the INDIAN RIDGE PROPERTY OWNER'S ASSOCIATION for the purpose of maintaining said roads and traffic control and all other community services of every kind or nature required or desired within the land to be sold and developed through general use, costs and maintenance equally among all property owners bordering upon said unmaintained roads.

Failure to pay the annual assessment for maintenance of the roads within Indian Ridge when the same shall come due, the assessment shall constitute a lien upon the property and the same may be enforced in equity as in the case of any lien or foreclosure. Such semi-annual or annual assessment shall accrue to the benefit of and shall be enforced jointly and severally by the other purchasers of property located on the private roads within INDIAN RIDGE or by INDIAN RIDGE PROPERTY OWNER'S ASSOCIATION. At such time as any public body shall undertake to maintain all the roads and streets within INDIAN RIDGE, this covenant shall cease and terminate.

- 17. All roads or rights of way constructed in INDIAN RIDGE must be sixty (60) feet in width.
- 18. There shall exist a perpetual "line of sight" easement at the intersection of any two roads. No obstruction of vision shall be placed within the triangular area formed by the intersection of the center lines of the two roads and two points located 125 feet along the center line from the point of intersection of the two roads.
- 19. Any driveway, roadway, or highway connections to the roads existing in INDIAN RIDGE or such as may be constructed in the future development of INDIAN RIDGE, shall have a 15 inch or larger culvert on said driveway, roadway an highway, and the installation of these culverts must b done at the time construction begins on the lots within the subdivision of INDIAN RIDGE.
- 20. No substantial changes in the natural, preexisting drainage on any lots within the subdivision of INDIAN RIDGE will be done which will adversely affect adjoining property owners.

Agreed to this day, December 31, 1999, by quorum of INDIAN RIDGE PROPERTY OWNER'S ASSOCIATION.

M. Emily Anderson Secretary/Treasurer
Indian Ridge Property Owners Association



before me, a Notary Public for said County & State, personally appeared *M. Emily Anderson* and acknowledged that she is Secretary/Treasurer of Indian Ridge Property Owners Association and acknowledged, on behalf of Indian Ridge Property Owners Association, the due execution of the foregoing instrument.
this the 8th day of June, 2000.
Standa L. Seymour
Notary Public

before me this day and acknowledged that she is Secretary/Treasurer of Indian Ridge Property Owners Association and acknowledged, on behalf of Indian Ridge Property Owners Association, the due execution of the foregoing instrument.
Comm. Exp 7-23-2000

North Carolina, Henderson County The foregoing certificate(s) of

Wanda K. Seigmore

Notary Public (Notario Publico) is/are certified to be correct, this instrument presented for registration and recorded in this office

this 8 day of June, 2000

at 12:35 PM in book 1086 page 422

Nedra W. Molan

Register of Deeds

(Assistant Deputy)

Emily Anderson
Rt-3 Box 079-H
N'ville, NC 28759