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STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

Prepared by: John K. Smart, Jr.

KNOW ALL MEN BY THESE PRESENTS, that ROBERT L. MERRILL and wife, LOIS H. MERRILL, (hereinafter called "the developer") do hereby mutually covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring any property interest in the following described lots of land, lying and being in Brevard Township, Transylvania County, North Carolina:

Being all of Lots Nos. 1 through 45 of a Subdivision of the property of Robert L. Merrill and wife, Lois H. Merrill, known as "Deer Track" plat of which said subdivision is on file in Plat File 3, Slide 104, Records of Transylvania County, North Carolina.

That the said property hereinabove described is hereby subject to the following restrictions as to the use thereof, running with the said property by whomsoever owned, to wit:

RESIDENTIAL AREA COVENANTS

A-1 LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. No child under the age of 18 years of age shall reside in the development on a permanent basis nor shall any child under the age of 18 years of age reside in the development on a temporary basis. However, notwithstanding anything herein set out to the contrary, children under the age of 18 years who are guests of owners of lots in the development or guests of lessees of lots in the development may visit and reside with lot owners or lessees for periods not to exceed thirty days in any calendar year. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, and a private garage for housing of personal cars.

A-2 SUBDIVISION PROHIBITED:

No lot shall at anytime be subdivided, except that lots may be divided or resubdivided by the developers, who retain in perpetuity the right to alter the boundaries of any unsold lots.

A-3 DWELLING SIZE:

The ground floor of the main structure of any dwelling erected or placed on any lot, exclusive of one story open porches and garages, shall be not less than 850 square feet for one story dwellings, nor less than 1,200 square feet for a structure of more than one story.

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A-4 BUILDING LOCATION:

No building (other than an accessory building, such as a garage or carport) shall be located on any lot nearer to the front lot line or nearer to the side lot line or the rear lot line than the minimum building setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty five (35) feet to the front lot line, or ten (10) feet to a side lot line or twenty (20) feet to the rear lot line.

A-5 EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

No other easements, rights of way or rights of access shall be deeded, granted or in any way given to any person, firm or corporation through or over any lot in this subdivision, except upon the written consent of the developers, their heirs and assigns.

Rights to all roads, streets, drives or lanes as they extend through the subdivision are reserved to the developers, their heirs, and assigns as access to other property now or hereafter owned by the developers, their heirs and assigns for their future development and use.

A-6 NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

A-7 TEMPORARY STRUCTURES:

No structure of a temporary character, including, but not limited to, mobile homes, trailers, basements, tents, shacks, garages, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

A-8 SIGNS:

No sign of any kind, except one sign of not more than five square feet advertising the property for sale and signs intended to identify the owner, shall be displayed to the public view on any lot. The developers shall be exempt from this restriction.

A-9 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 traditional household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

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A-10 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. No garbage incinerators shall be permitted, nor shall burning of any kind be allowed.

AESTHETIC PROVISIONS

B-1 APPROVAL OF PLANS: All plans, including elevations and specifications, shall be submitted to the agent designated by the developers, their heirs and assigns. Plans shall be submitted prior to commencing of construction.

B-2 TREE REMOVAL: No tree removal shall be permitted without prior approval of the developers, their heirs and assigns.

B-3 FENCES: No fences shall be erected without prior approval of the developers, their heirs and assigns.

HOME OWNERS ASSOCIATION

C-1 MEMBERSHIP:

For the purpose of furthering and promoting the common interests of all property owners within Deer Track, each and every lot owner, in accepting a deed for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted bylaws and rules of the Deer Track Home Owners Association, Inc.

GENERAL PROVISIONS

D-1 TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2 ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

D-3 SEVERABILITY:

Invalidation of any one of these covenants by judgment or court

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order shall in no wise affect any of the other provisions which shall remain in full force and effect.

D-4 INTERPRETATION:

In the event of a dispute as to the interpretation of any of these restrictions the developers, shall be the sole interpreter of intent of these restrictions.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals, this the 1st day of September, 1987.

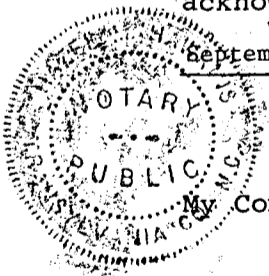
Robert L. Merrill (SEAL)  
Robert L. Merrill

Lois H. Merrill (SEAL)  
Lois H. Merrill

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

I, Hazel M. Hawkins, a Notary Public of said State and County, do hereby certify that ROBERT L. MERRILL and wife, LOIS H. MERRILL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 1st day of September, 1987.



Hazel M. Hawkins  
Notary Public

My Commission Expires: January 11, 1990.

STATE OF NORTH CAROLINA,  
COUNTY OF TRANSYLVANIA.

The foregoing certificates of Hazel M. Hawkins, Notar(y) (ies) Public, are certified to be correct. This instrument presented for registration and recorded in Deed Book 297, page 712.

This the 1st day of September, 1987, at 2:00 o'clock P.m.

Paul H. Merrill  
Register of Deeds

By: \_\_\_\_\_  
Deputy Register of Deeds