

STATE OF NORTH CAROLINA

REGISTERED

COUNTY OF BUNCOMBE

'84 JUL 13 P12:20

RESTRICTIVE AGREEMENT

In consideration of the premises and for the advantage which JOHN W. LEIGHTON and wife, EUNICE LEIGHTON, as Grantors will receive from the sale of lots in a restricted subdivision known as Timber Trail, the Grantors for themselves, their heirs, assigns and successors in title covenant and agree and hereby restrict the property described in Deed Book 1354, at Page 139 and Plat Book 47, at Page 168, of the Buncombe County, N.C. Register's Office (herein "Property") as follows:

1.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by mutual consent of those persons claiming through the Grantor and those persons claiming through the Grantee it is agreed to change said covenants in whole or in part.

2.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for a person or persons as successor to the Grantors or any other person or persons owning any property described in Deed recorded in Deed Book 1354, at Page 139, of the Buncombe County, N.C. Register's Office to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation. In the event of unintentional violation of any of the set-back or side line restrictions set forth below, the Grantors or their designated successor and the owner of the Property involved in such violation may, by written instrument, change such setback or side line, provided that such change does not exceed 15% of the marginal requirement of the same.

3.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4.

The Property shall be known and described as a private residential lot and such lot shall not be used for any other purpose, and particularly, no trade or commercial enterprise of any type shall be carried on upon such lot. No structure shall be erected, altered, placed or permitted to remain on such lot other than the one detached single-family residence not to exceed two stories in height and a private garage for not more than three cars. Other appurtenant structures may be erected with the written permission of the Grantors.

5.

The Property shall not be re-subdivided so as to create an additional building lot.

6.

No trade or business and no noxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry may be kept on any lot. All dogs and cats must be confined to the Grantee's Property and may not be kept, bred or maintained for any commercial purposes.

Set to: A. Adams

7.

There shall be a well constructed on Lots 1 and 6 as shown on the Plat of Timber Trail recorded in Plat Book 47, at Page 168, of the Buncombe County, N.C. Register's Office and each well shall serve five (5) lots including the Lot upon which the well is located. All water lines shall be located within the easement areas referred to in Paragraph 17 herein and each user of water from a well, together with their heirs, successors and assigns, shall be liable for their pro rata share of the cost of maintenance and upkeep of said well, pump, well house and water lines together with their pro rata cost of electric service to run said pump. Pro rata share shall be determined by the number of users of said well, but there shall be no more than five (5) lots utilizing a well within Timber Trail. The electric service for said pump will be metered in the name of the party owning the lot upon which a well is located and the other users of a well shall pay their pro rata share of the electric service bill within five (5) days of notification of the electric charge, which notification shall include the rights of the contributing party to obtain a copy of the electric service bill which is to be divided.

8.

No trailer, basement, tent, shack, garage, or other outbuildings erected on the Property shall be, at any time, used as a residence, temporarily or permanently, nor shall any residence be moved onto the Property. Specifically, no mobile homes or trailers shall be allowed on the Property. Any camping travel trailers or portable camping equipment parked or stored on the Property must be kept within an enclosed garage or fenced utility yard and must not be left visible from the street or adjacent property. Furthermore, there shall be no trucks or mobile equipment larger than one (1) ton kept on the Property. No vehicle shall be parked or stored outside unless it is in a driveable condition and regularly used.

9.

No building shall be located nearer than twenty (20) feet from the front street Property lines or side street line and ten (10) feet from any side Property line.

10.

No sign of any kind shall be displayed on the Property other than one sign not more than three (3) square feet in size offering the Property for sale.

11.

The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except 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.

12.

Grass and weeds are to be kept down on the Property to prevent an unsightly and unsanitary condition. This is an obligation of the Grantee and is to be done at his expense.

13.

No fence, hedge or wall shall be erected on the Property which shall give undue offense to owners of adjoining property, which shall be unsightly in the opinion of the Grantors, or which shall in any way interfere with vision of all streets so as to endanger the safety of pedestrians or drivers of vehicles, nor shall any tank for the storage of fuel be erected above ground on any lot. No shrubbery of any kind or height shall be planted between the property line of the Property and the curb of the streets. No chain link fence of any kind shall be allowed to exist between the house constructed on a residential lot and the curb of streets upon which said house fronts.

14.

No garage or other building shall be erected, placed or altered on the Property until the plans and specifications therefor have been submitted to and approved in writing by Grantors, their heirs, successors or assigns, or their designated agents (which agents may include a duly appointed or elected committee of homeowners in the proposed subdivision in the event such a committee is activated in the future). All plans must show the location of any of such garage or buildings to be placed, erected or altered on said Property. All exposed concrete block work must be veneered with brick or stone, or covered with stucco material, and reference to any such building requirements of the Grantors shall not be interpreted as limiting the power and authority of the Grantors to make other requirements concerning such plans and specifications. In the event the Grantors fail to approve or disapprove such design or location within thirty (30) days after such plans and specifications have been submitted to them, or in any event, if no suit to enjoin the erection of such garage or building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. Plans and specifications presented to the Grantors for approval shall have drawings showing elevation of the garage or buildings on the lot and the lot must be marked off with stobs so that its location may be easily identified. All trees, stumps and shrubbery which are to be removed from the Property must be marked before construction of the garage or building begins. The contractor or builder on any lot is to keep the street in front of the lot and the lot free of dirt, rubbish, boards, cans and paper.

15.

All outside construction work, grading and clean-up of unused material shall be completed within twelve (12) months of the start of commencement of construction. Commencement or start of construction shall begin with grading or clearing.

16.

The Grantors reserve the right to subject the real property which comprises the Subdivision as described on the Deed recorded in Deed Book 1354, at Page 139, of the Buncombe County, N.C. Register's Office to a contract with French Broad Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to French Broad Electric Membership Corporation by the owner of each lot which may be created out of the adjoining property.

17.

There is hereby reserved an area five (5) feet in width along all side and rear lot lines for the installation and maintenance of water and other utility lines and drainage facilities and ten (10) feet in width along road rights of way lines as shown on the Plat recorded in Plat Book 47, at Page 168, of the Buncombe County, N.C. Register's Office.

18.

Plat of Timber Trail recorded in Plat Book 47, at Page 168 discloses a thirty (30) foot wide road right of way along the southern boundary lines of Lots 6 through 9, inclusive, and serving Lots 6 through 10, inclusive (herein "Lots"). Said thirty (30) foot wide road right of way shall be considered a private roadway to be utilized by the owners of Lots 6 through 10, inclusive and their heirs, successors and assigns. The owners of said Lots agree for themselves, their heirs, successors and assigns to pay their pro rata share of the cost of maintaining said roadway in the same condition as originally constructed and completed by the Grantors or their heirs and assigns. This covenant of maintenance shall be a covenant running with the Lots forever and may be enforceable as a lien against a defaulting Lot Owner as if said lien were a Statutory Lien enforceable in accordance with Article 2 of Chapter 44A of the North Carolina General Statutes.

WITNESS the following signatures and seals as of the day and year first above written.

John W. Leighton (SEAL)
JOHN W. LEIGHTON

Eula G. Leighton (SEAL)
EULA G. LEIGHTON

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

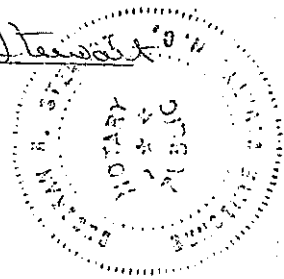
I, DEBORAH H. STEWART, a Notary Public of said State and County do hereby certify that JOHN W. LEIGHTON and wife, EULA G. LEIGHTON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this the 13th day of July 19 84.

MY COMMISSION EXPIRES:

May 7, 1989

Deborah H. Stewart
NOTARY PUBLIC



State of North Carolina, County of Buncombe

Each of the foregoing certificates, namely of Deborah H. Stewart

a notary or Notaries public of the State and County designated is certified to be correct.

This 13 day of July, 19 84

Filed for registration on the 13 day of July

OTTO W. DeBRUHL
Register of Deeds, Buncombe County

By: Peggy M. Willett Asst. Deputy

OTTO W. DeBRUHL
Register of Deeds, Buncombe County

By: Peggy M. Willett Asst. Deputy

19 84 at 12:20 P. M.