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223 Haywood Building
Asheville, N. C. 28801

REGISTERED

STATE OF NORTH CAROLINA

1980 SEP 8 AM 10 27

COUNTY OF BUNCOMBE

THIS RESTRICTIVE AGREEMENT, ~~made and entered~~ ^{made and entered} into this the 21st day of August, 1980, by and between KENNETH A. PARTIN ENTERPRISES, INC., a North Carolina Corporation, hereinafter referred to as Subdivider; and all future purchasers and owners of lots within the subdivision to be designated as Sunset Ridge.

WITNESSETH:

WHEREAS, Subdivider is the owner of all that certain tract or parcel of land as shown on a plat duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 46, at Page 165; and

WHEREAS, Subdivider desires for the benefit of such property and for the benefit of future purchasers and owners of lots within said subdivision, that said subdivision property shall be developed and used exclusively as herein-after set forth.

NOW, THEREFORE, in consideration of the premises and for the advantages which the Subdivider will receive from the sale of such lots in a restricted subdivision, the Subdivider, and successors in title, covenants and agrees and hereby restricts the above referred to property as follows:

1. All lots in said Subdivision as shown on the above plat shall be known and described as residential lots and no part of said lots shall be used for any type of business or stores. No structures shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling.
2. Only one residence shall be built on any lot as shown and designated on said plat; no buildings shall be erected upon a subdivision of a lot as shown on said plat except when such a subdivision forms an addition to a lot as shown thereon and then only upon compliance with all other restrictions herein contained.
3. No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry may be kept on this property.

4. No trailer, basement, tent, shack, garage, or other outbuilding erected on these tracts shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, but this shall not be construed to prohibit modular construction of dwelling units.

5. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling. Dwellings of more than one story shall have a minimum of 800 square feet on the main floor and a total of not less than 1,200 square feet on all floors.

Notwithstanding the foregoing, it is specifically understood and agreed that the committee as hereinafter provided for in Paragraph 14 may make a determination by instrument of record in the Office of the Register of Deeds for Buncombe County, North Carolina, that due to the particular configuration of a lot, a dwelling may deviate from the square footage requirements as hereinabove set forth.

6. No building shall be located on any lot nearer than twenty (20) feet to the road right of way lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line.

No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located seventy (70) feet or more from the minimum building setback line.

Notwithstanding the foregoing, it is specifically understood and agreed that the committee as hereinafter provided for in Paragraph 14 may make a determination by instrument of record in the Office of the Register of Deeds for Buncombe County, North Carolina, that due to the particular configuration of a lot, a dwelling may deviate from the setback line requirements as hereinabove set forth.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Subdivider reserves the right to waive unintentional violations

of the setback line or side yard line and grant variances not exceeding 5% of the ground floor and requirements as set forth in Paragraph 5 above, by instrument recorded in the Office of the Register of Deeds for Buncombe County, North Carolina. In the event setback line or side yard line violations exceed 10% of the setback line or side yard line, such violations shall be waived by Subdivider by recorded instrument as set forth above with the joinder of the fee simple owner of the lot adjacent to the side yard line which has been violated in excess of 10%, but if there be no such adjacent lot, then by the Subdivider itself; a building line violation in excess of 10% be waived with the joinder of the fee simple owner of the lot or lots, subject to the same building line adjoining the lot upon which such violation occurs.

7. Utility and drainage easements affecting all lots in this tract are reserved five (5) feet in width along interior lot lines and ten (10) feet over the rear and street frontage of each lot for installation and maintenance of utilities and drainage facilities. Neither Subdivider, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to the property of the owner situated on the land covered by said easements.

8. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Nothing in this paragraph shall be construed to prevent Subdivider from erecting entrance display signs or signs designed to designate areas within a subdivision, including street signs.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and all waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No abandoned, junked, or unlicensed automobiles shall be kept, stored or maintained upon any lot in such subdivision.

10. All driveways constructed to serve dwellings located on Subdivision lots must be paved for a minimum of twenty (20) feet from the roadway pavement and, further, must be a minimum of eight (8) feet in width.

11. Grass and weeds are to be kept down on all vacant lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense.

12. No fence, wall, hedge, or shrub planting which obstructs sight lines of elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property; from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. No individual sewer disposal system shall be permitted on any lot unless such system is designed in accordance with the requirements, standards, and recommendations of the County Health Department. Approval of such system as installed shall be obtained from such authority.

14. No building shall be erected, placed, or altered on any lot until the plans and specifications for same, including a site plan, have been approved in writing by a committee appointed for that purpose by Subdivider, its successors and assigns. All such plans must show location of all buildings to be placed, erected, or altered on said lot. House numbers, entry signs, mail boxes and their posts shall be subject to approval by Subdivider prior to installation.

15. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until AUGUST 20, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons then owning a majority of said lots, it is agreed to change said covenants in whole or in part.

16. Subdivider, his successors or assigns, reserves the right and easement to enter upon all lots for the location and placement of modular dwellings upon adjacent lots. Subdivider shall, at no expense to lot owner, return any lot entered to its condition immediately prior to entry.

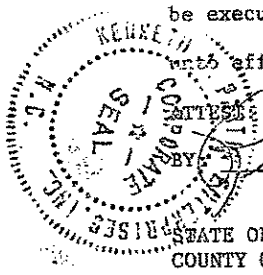
17. Subdivider reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payments to Carolina Power & Light Company by the owners of each lot upon which a dwelling is situate within said subdivision.

18. Enforcement shall be by proceeding 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.

19. Invalidation of any one 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.

The Subdivider hereby warrants that it is the owner of all the lots above referred to with the exceptions as noted and has a good and sufficient right to execute this Restrictive Agreement.

IN WITNESS WHEREOF, Subdivider has caused this Restrictive Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, this the day and year first above written.



KENNETH A. PARTIN ENTERPRISES, INC.

BY: [Signature]
President

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of said State and County, hereby certify that Revonda M. Murphy personally came before me this day and acknowledged that she is Secretary of KENNETH A. PARTIN ENTERPRISES, INC., a corporation, and that by authority duly given and as the act of the corporation, she foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her self as its Secretary.

WITNESS my hand and Notarial Seal, this the 21st day of August, 1980.

My Commission Expires:
January 10, 1982

Linda M. Beamon
NOTARY PUBLIC

State of North Carolina, County of Buncombe
Each of the foregoing certificates, namely of Linda M. Beamon

a notary or Notaries public of the State and County designated is certified to be correct.
This 8th day of September, 1980

OTTO W. DeBRUHL
Register of Deeds, Buncombe County
By [Signature] Deputy

Filed for registration on the 8th day of September, 1980 at 10:27A. M.