

RESTRICTION AGREEMENT, RESTRICTIVE COVENANTS AND AFFIRMATIVE OBLIGATIONS AFFECTING SECTION 9 OF FLEETWOOD FALLS, INC. SUBDIVISION AS SHOWN BY A PLAT OF SAME OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS FOR ASHE COUNTY, NORTH CAROLINA

1. Said property shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except residential structures or garages or carports appurtenant to said residential structures.
2. Said property shall not be used in any manner for commercial, business or manufacturing purposes.
3. No structure shall be erected or allowed to remain on said property until the external plans and specifications for said structure, including design, type of material and the color of the paint or stain used on the external surface, shall have been approved by the corporate developer of said property, Fleetwood Falls, Inc.
4. No dwelling shall be erected or allowed to remain on said property that has less than 500 square feet of heated floor space in the first floor main living area, said area to be determined on the basis of outside dimensions.
5. No residence of a temporary character shall be erected or allowed to remain on said property, and no trailer, mobile homes, or tents shall be erected or allowed to remain on said property.
6. Each person or persons erecting a residence on said property shall install a septic tank in accordance with the rules, regulations, and specifications as approved by the North Carolina Department of Public Health and the State Stream Sanitation Department.
7. The positioning of any structure on any lot in said section of said subdivision shall be at the discretion of the corporate developer, Fleetwood Falls, Inc.
8. No trees larger than six (6) inches in diameter, measured at the stump, shall be cut on said property without the written approval of the corporate developer, Fleetwood Falls, Inc.
9. The corporate developer, Fleetwood Falls, Inc., reserves unto itself, its successors and assigns, easements for power lines, water lines, and telephone lines over and across all lots or tracts of land affected by the provisions of this instrument.
10. No sale of any property in the above section of said subdivision shall be consummated without giving at least sixty (60) days written notice to the corporate developer, Fleetwood Falls, Inc., said notice to include the terms of the proposed sale; and the corporate developer, Fleetwood Falls, Inc., shall have the right to purchase said property, if it desires to do so, upon the terms stated in said notice.
11. No signs, billboards, or advertising devices, shall be placed on any lot in said section of said subdivision.
12. No part of said premises shall be used or occupied injuriously as to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated.
13. No motorcycle, mini-bike, motor scooter, or go-cart may be operated on the streets within the Fleetwood Falls, Inc. Subdivision.
14. No firearms of any caliber, gauge, kind, or description may be discharged on said premises, nor may any type of fireworks or pyrotechnic device be exploded on said premises.

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