

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

Larry W. Russell
 Notary Public (~~Notaries Public~~) is/~~are~~ certified to be correct, this
 instrument presented for registration and recorded in this office
 this 5 day of May, 2008
 at 3:31 P. in book 1181, page 290

Robert W. Miles
 Register of Deeds

(Assistant Deputy)

STATE OF NORTH CAROLINA
 COUNTY OF HENDERSON

Prepared by: William R. White
 DECLARATION OF RESTRICTIVE
 COVENANTS FOR ANN
 MOUNTAIN ESTATES

THAT WHEREAS, the undersigned Thomas A. Drage and wife, Joanne R. Drage are the owners and developers of that real property more particularly described in Deed Book 636 at Page 883 in the Henderson County Registry, known as Ann Mountain Estates.

THAT WHERAS, the undersigned desire to provide for a uniform scheme of development for the subject property, and it is the intention of the declarants that these restrictive covenants shall run with the subject land, and that these restrictive covenants shall be incorporated by reference into any deed conveying any portion of the subject property.

1. LAND USE. No lot shall be used except for residential purposes. No mobile home, modular home or manufactured home shall be permitted on any lot.

2. DWELLING SIZE. No dwelling shall be permitted on any lot where the square footage of living area of said dwelling does not exceed 1,500 square feet.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and the natural environment, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 9 hereof.

4. EASEMENTS. Easements for installation and maintenance of the utilities and drainage facilities are reserved within the road rights of way.

5. NUISANCES. No noxious or offense 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.

6. TEMPORARY STRUCTURES. No structure of a temporary character, such as a mobile home, basement, tent, shack, garage, or other out-building shall be used on any lot at any time as a residence, either temporary or permanent, expressly excepting however any motor home used for less than one month at any one interval.

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry, of any kind, shall be raised, bred, or kept on any lot except for dogs, cats, or other household pets.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained for a garbage dumping ground for rubbish. Trash, garbage or other waste must be kept 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.

9. ARCHITECTURAL CONTROL COMMITTEE.

a. Membership. The Architectural Control Committee shall be composed of three (3) members who shall be appointed by Developer until such time as eighty percent (80%) of the lots have been sold and shall then be appointed by the record owners of the majority of the said lots. Each member of the committee shall serve for a period of one year. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining

members of the committee shall have full authority to designate his successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power to change the membership of the committee through a duly recorded, written instrument or, likewise, through a duly recorded, written instrument, to withdraw from the committee all or any portion of its powers and duties, or to restore to it any of its powers and duties.

b. Procedure. The committee's approval or disapproval as required by the covenants shall be in writing. In the event, the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. PROPERTY OWNERS ASSOCIATION. Each owner of a lot in Ann Mountain Estates shall be a member of the Ann Mountain Estates Homeowner's Association, which is a non-profit association. Each lot shall be represented by one vote. The Homeowner's Association shall convene annually on a date and at a place to be selected by its bylaws or the landowners. While the developer continues to own property in Ann Mountain Estates, the developer shall have one vote in the Homeowner's Association for each lot it owns. A quorum at any annual meeting of the association shall consist of a simple majority of the possible votes in the association at that time.

10. 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 a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots as been recorded, agreeing to change said covenants in whole or in part.

11. 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 violation or to recover damages.

12. SEVERABILITY. 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.

IN TESTIMONY WHEREOF, the declarants have hereunto set their hands and seals, this the 27 day of April, 2004.

Thomas B. Drage (SEAL)
Thomas B. Drage

JoAnne R. Drage (SEAL)
JoAnne R. Drage

STATE OF Florida
COUNTY OF Charlotte

I, a Notary Public of County and State aforesaid, certify that THOMAS B. DRAGE and wife, JOANNE R. DRAGE personally came before me and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal, this the 27 day of April, 2004.

My Commission Expires:
May 1 2006

Larry W. Russell
Notary Public

