See Amended Restrictive Covenants 255

THIS INSTRUMENT WAS PREPARED BY RONALD STEPHEN PATTERSON, P.A. BK 156 Pg. 118

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STATE OF NORTH CAROLINA
COUNTY OF GRAHAM

COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING SAM COVE.

WHEREAS, KEITH CRISP and wife, SHIRLEY CRISP, KEITH MAX CRISP, JR., and wife, DONNA J. CRISP, JOHN E. CRISP and wife, KATHY LYNN CRISP, CLYDE CABLE and wife, ANN S. CABLE, are the owners of SAM COVE, at Deed Book 116, page 89, and Deed Book 115, page 536, Graham County Registry, a tract of land located in STECOAH TOWNSHIP, GRAHAM COUNTY, NORTH CAROLINA and are dividing and developing said tract of land and the contents herein are applicable to said property;

WHEREAS, the restrictions and covenants are deemed to be for the best interest of the owners and future owners, and are designed to protect said owners from usage which would decrease the value of the property;

NOW, THEREFORE, in consideration of the premises and for Ten Dollars and other good and valuable consideration and for the protection of the owners and future owners of the property this declaration and agreement is made:

1.

There shall be a minimum size of 800 square feet imposed upon the main building or main dwelling constructed, placed upon or built within the development

2.

There shall be no mobile homes, house trailers, campers, tents, motor homes or other non permanent 'homes' which shall be placed upon or allowed to remain upon any lot for camping or residential purposes except that a mobile home or trailer shall be permitted on a lot for a period of six (6) months while the building of a dwelling and residence is in progress.

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3.

All stumps and downed trees shall be removed and all reclamation procedures shall include seeding and re-seeding any distrubed, cultivated or landscaped area of the earth within sixty (60) days from the completion of said work.

4.

There shall be a minimum setback of ten (10) feet from any roadway and road right of way or from any property line for any dwelling or other structure on premises within the development.

5.

There shall be no commerical activity whatsoever conducted or carried on on any premises within the development, within or without a structural frame.

6.

There shall be a pro-rata assesment for all property owners the expense of maintaining and repairing the roadways, road easements and road right of ways within and for ingress and egress to the development.

7.

The precise size or acreage of each lot within the development shall depend entirely on arms lenghts negotiations between the property owners and a subsequent grantee; however, lots divided or subdivided into parcels of land of less than one (1) acre shall not be permitted.

8.

All road easements within the development and those providing ingress and egress for the development, shall be thirty (30) feet in width and; said easements shall also constitute and be used for utility purposes and utility easements, which utility service may be for electricity, water, gas or telephone systems, and which utility easement shall remain so far as practicable within the outer five (5) feet boundary of either side of the thirty (30) feet wide road right of way.

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9.

For and in consideration of Ten (10) Dollars and other good and valuable consideration, Clyde Cable and wife, Ann S. Cable, consent and agree to bind themselves, their heirs and assigns, to the foregoing Covenants and Resrtictions, by affixing their signatures hereto.

10.

Invalidation of any of these Covenants, Conditions or Restrictions by a Judgment or Order of a Court of competent jurisdiction shall in no wise affect the validity of the other premises, which shall remain in full force and effect.

11.

Enforcement of these Conditions, Covenants and Restrictions shall be proceedings at law or in equity against any person or persons violating the same, or attempting to violate the same, either to restrain violation or to recover damages, or both, either, the present owners or their successors in title if any lot in the development may institute such proceeding.

12.

There shall be conveyed the right and privilege for each property owner to construct, install and maintain gates at their respective property line where the road of way crosses; the appropriate key or combination to unlock said gate, if applicable, shall be furnished to all property owners who have a right to use said road right of way and easement.

IN TESTIMONY WHEREFORE, the parties have hereunto set their hands and seals, on this 9th day of September, 1985.

[illegible] (SEAL) Keith Crisp (SEAL)
Donna J Crisp (SEAL) [illegible] (SEAL)
[illegible] (SEAL) Clyde Cable (SEAL)
Kathy Lynn Crisp (SEAL) [illegible] (SEAL)

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STATE OF NORTH CAROLINA, GRAHAM COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Keith Crisp and wife, Shirley Crisp, Keith Max Crisp, Jr. and wife, Donna J. Crisp, John E. Crisp and wife, Kathy Lynn Crisp, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of September, 1985.

CLARENE B. ADAMS NOTARY PUBLIC *** GRAHAM COUNTY, N.C.

Clarene B. Adams
Notary Public

My commission expires: 8/9

RONALD STEPHEN PATTERSON, P.A.
Attorney at Law

STATE OF NORTH CAROLINA, Buncombe COUNTY

I, a Notary Public of the County and State aforesaid, certify that Clyde Cable and wife, Ann S. Cable personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3 day of August, 1985.

Judy Harwood
Notary Public

My commission expires: 8/5/85

NORTH CAROLINA, GRAHAM COUNTY
THE FOREGOING CERTIFICATE OF Clarene B. Adams, Judy Harwood
Notary Public/Notaries Public is/are certified to be correct.
This instrument was filed for registration on the 10 day of Sept, 1985 at 11:30 o'clock A M., and recorded in this office in book 118 page 255.

Vernon Davis
Register of Deeds

NC Seal

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