

DECLARATION OF RESTRICTIONS

VALLEY VIEW SUBDIVISION

BOONE, NORTH CAROLINA

(1) The purpose of these restrictions is to insure the use of certain property at the Valley View Subdivision development for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of the site owner's home, duplex or condominium, with no greater restriction on the free and undisturbed use of a site than is necessary to insure the same advantages to the other site owners.

(2) All and each of the restrictions, conditions, and covenants stated herein shall be binding upon subject lot owners in Valley View Subdivision until March 1, 2009. These restrictions shall be extended in full force and effect for a new period of successive ten-year terms, unless sooner terminated after twenty-five (25) years by an instrument executed by the then owners of the majority of the residential lots in the aforesaid development and duly acknowledged and recorded in the Office of the Register of Deeds, Watauga County, North Carolina. All lots sold in Valley View Subdivision subject to these restrictions shall be used for residential purposes only.

(3) No building shall be located nearer than fifteen (15) feet to the street line of any lot or nearer than fifteen (15) feet to each side lot line.

(4) All lots subject to these restrictions shall be used for residential purposes exclusively. No structure except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any said lot other than one or two unit (duplex) dwellings not to exceed two and one half stories in height and one small one story accessory building which may include a detached private garage, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling.

(5) No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house or duplex, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

(6) No house trailer, mobile home, tent, barn, tree house, or other similar outbuilding or structure shall be placed on any lot at any time.

(7) No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling house or duplex, within the accessory building, or buried underground.

(8) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(9) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants, animals, livestock or poultry of any kind on any lot or in any building thereon, except that one dog, not being a large dog, cats or other common household pets may be so kept provided they are not kept for commercial purposes. There shall not be maintained any plants, any abandoned, junked or inoperative cars, exterior light or lighting or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. During repair or construction of a new home or duplex, the owner is responsible to see that the builder maintains the lot in a reasonable condition.

(10) (a) The Sellers, Association of Homeowners or any non-breaching Owner or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of such terms by any Owner or the agent of any Owner. The failure to enforce any rights, reservation, restriction or condition contained in this Declaration shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect such enforcement.

(b) The invalidation by any court of any restrictions contained in this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

(11) Every person or entity who is a record owner of a fee or undivided fee interest in any lot in Valley View Subdivision shall be a member of the Association and subject to the rules and

regulations of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, and shall be transferred automatically when the owner conveys, devises, gives, or otherwise transfers his lot, even though such conveyance, devise, or gift does not make mention of the membership rights of the Association. Such membership is not intended to apply to those persons or entities who hold an interest in any lot merely as security for the performance of an obligation to pay money, e.g., mortgages or deeds of trust. However, if such secured party should realize upon his security and become the fee owner of a lot, he and his assigns of the lot will then be subject to all the requirements and limitations imposed in these restrictions on owners of lots within the development and on members of the Association, including those provisions with respect to payment of annual charges.

(12) The Association shall promote the health, safety, and welfare of the property owners within Valley View Subdivision by providing, among other things, enforcement of the provisions of the Declaration of Restrictions.

(13) The Association may also adopt and enforce rules and regulations not inconsistent with these restrictions, the Articles of Incorporation or Bylaws of the Association for the operation and administration of the Association.

(14) The owner of each lot in Valley View Subdivision by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association annual dues, assessments, or charges as shall be levied from time to time pursuant to the Articles of Incorporation and Bylaws of the Association. Such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the owner. The annual dues, assessments, and charges, together with interest, costs, and reasonable attorneys fees shall be a charge on the land and shall constitute a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was owner of such property at the time when the assessment fell due. However, the personal obligation for delinquent assessments shall not pass to his successors in title (other than as a continuing lien on the land) unless expressly assumed by such successor. In the event any charges or assessments remain unpaid by an Association member for thirty days after the date due, the Association, through its agents and employees may record with the Watauga County Clerk of Court a notice of the lien created thereby. In addition, the Association, through its agents and employees, may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the lot subject to the unpaid assessment or charge. Any foreclosure conducted pursuant

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to this paragraph shall comply fully with the North Carolina procedure for judicial foreclosure.

IN WITNESS WHEREOF, the Sellers have hereunto set their hands and seals on this 13th day of June, 1989.

NORTHWESTERN REGIONAL HOUSING
AUTHORITY

By: Jay T. Leamon Chairman

ATTEST:

[Signature]

Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, Karen B. Byerly, a Notary Public, do hereby certify that Edward G. Fowler, Jr. personally came before me this day and acknowledged that he is Secretary of Northwestern Regional Housing Authority, and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself as its Secretary

Witness my hand and notarial seal this 13th day of June, 1989.

Karen B. Byerly
Notary Public

My commission expires 9-17-93 NORTH CAROLINA-WATAUGA COUNTY

The foregoing certificate of _____
Karen B. Byerly, Watauga County, NC

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 124 Page 776
This 14th day of June, 19 89 at 9:40 o'clock A. M.

Phyllis E. Foster
Register of Deeds

by: [Signature]

Deputy