

TOMBLIN AND PERRY

ATTORNEYS AT LAW
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Copy

NORTH CAROLINA

492 - 309

*Withdrawal of C&R recorded in
Deed BK 860 p. 103. This Deed of
July 27, 2004
Nov 2004*

RUTHERFORD COUNTY

RESTRICTIVE COVENANTS

Amber Oaks, a North Carolina General Partnership is the owner of approximately 76.63 acres of land located in Rutherfordton Township, as is shown in Deed Book 491, Page 443, of the Rutherford County Registry, North Carolina; further, it is intended that said acreage is to be subdivided into residential building lots; and upon execution of a warranty deed for any lot or lots from such property, the following restrictions shall be in full force and effect upon such lot or lots:

1. The use of each lot shall be restricted to single family residential purposes only; however, if self-employed, the owner of such residence may incorporate professional office space within the residence for the practice of his (her) profession.

2. Only one single family residence shall be located on each lot and shall be located not closer than 15 feet to any side lot line, nor 20 feet from any front lot line.

3. The minimum square footage of living space of any residence located on any lot shall be not less than 1600 square feet; said minimum shall not include any garage or open porch area.

4. No mobile homes, trailers, tents, garages or other outbuilding shall be placed upon any lot as a permanent or temporary residence; except for a period of no more than 120 days, in the event of an emergency.

5. Television dish receivers and/or antennae (other than residential roof mounted) shall be placed to the rear of the dwelling, not closer than 30 feet to any side lot line.

6. No abandoned, disrepaired or salvaged motor vehicle shall be parked on the premises.

7. No noxious or offensive action shall be carried on upon the lots, nor any action permitted which shall become an annoyance or nuisance, including the prolonged parking of equipment.

8. No dwelling shall be erected that does not conform to what is generally considered in the real estate industry as "traditional design" (which includes, but is not restricted to, Colonial, Ranch, Cape Cod, Provincial, Tudor, Gambrel, [both Dutch and full]); the intent of this provision being to prohibit unusual ultra modern and experimental designs, including below ground, earth homes, etc.

9. The architectural design of each proposed dwelling shall be presented to the partnership for approval prior to the start of any structure, including permanent out buildings; the approval of which will not be unreasonably withheld.

10. Any chain link fence erected on any lot shall be restricted to the backyard area of said lot and may extend from the back corners of the residence located on said lot.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other domesticated household pets which may be kept provided they are not kept, bred or maintained for any commercial purpose.

12. No lot shall be resubdivided or its boundary line changed except with the written consent of the partnership; how-

*Withdrawal of Covenants & Restrictions
recorded Deed BK 873 p. 464 this
19 Aug May 2005
Faye Attorney
Ry D*

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COPY

BOOK 492 PAGE 310

ever, the partnership expressly reserves the right to replat any two or more lots in the acreage prior to their sale.

13. These covenants and restrictions are to run with the land and are appurtenant thereto.

14. These protective covenants may be amended, changed, added to, or deleted by the Developer of this Subdivision from time to time.

15. 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 damage.

16. 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 WITNESS WHEREOF, Amber Oaks, a North Carolina General Partnership, by its general partner has caused this document to be signed this the 26th day of September, 1986.

AMBER OAKS, A NORTH CAROLINA
GENERAL PARTNERSHIP

[Signature]
General Partner

STATE OF NORTH CAROLINA, COUNTY OF RUTHERFORD

I, Theresa Phillips (Foules), a Notary Public of said county and state do hereby certify that Mike Mack general partner in Amber Oaks, A North Carolina General Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this the 26th day of September 1986.



Theresa Phillips (Foules)
Notary Public

My Commission Expires: 2/27/90

North Carolina, Rutherford County

The foregoing certificate of

Theresa Phillips (Foules)

Notary Public/Notaries Public is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 492, Page 309.

This 26 day of September 1986 at 4:30 o'clock P.M.

[Signature]
C. F. Jones, Register of Deeds
Rutherford County, N. C.