

NORTH CAROLINA

ALLEGHANY COUNTY

DECLARATION OF RESTRICTIONS

OF

RIVER ASPEN, RIVER HIGHLANDS

CLEARWATER RIVER SUBDIVISION,

AND RIVER LAKE

the  
the

LEGRA LAND INVESTORS, INC., A Florida Corporation, fee simple owner of the real estate shown on the plats bearing names of River Aspen, River Highlands, Clear Water River Subdivision, and River Lake, recorded in Plat Book 6, Page 20, Plat Book 6, Page 21, Plat Book 7, Page 5, Page 5, and Plat Book 7, Page 6, respectively, do hereby make the following declaration of restrictions and limitations for the use and enjoyment of the lots of land, specifying that this Declaration shall constitute Covenants to run with the land as provided by law and shall be binding on all parties and persons claiming under us, and shall be for the benefit of and shall be limitations upon all future owners of said land, these Restrictions being established for the purpose of keeping the lots of land shown on said plats desirable, uniform and suitable for residential purposes as herein provided:

These Restrictions are made to insure that in the future, use of the property will be limited to attractive residential purposes; to prevent nuisances; to prevent any impairment of the attractiveness of the property; to maintain the atmosphere of desirability in the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than necessary to insure the same advantage to each of the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

Specifically, it is declared as follows:

;  
or

1. No barn, garage or other outbuilding, nor any structure of a **temporary** character such as a mobile home, trailer rent shack, shall be used as a **permanent** residence. **One camper** per lot may be used, so long as it is kept on the premises during periods of actual use thereof, use thereof, and removed **when** not in use.

be  
2.

must All motor

All trailers, boats, campers and similar items, **must be stored behind** the rear line of the main entrance vehicles parked on the property, or in the street directly in front of same, must display a current license tag.

3. No noxious or offensive activity such **as** (but not limited to) the playing of loud music Or **the making of** any kind of loud noise, or the **repeated** congregating of numerous persons at a house or lot shall be carried **on** upon the property, nor shall anything be done which may **be** or may become an annoyance **Or** nuisance to the neighborhood.

4. No lot shall be used or maintained as a dumping **ground** for rubbish, trash, garbage or other waste. No burning of **trash, rubbish, garbage** or other waste will be permitted, with or without fire permits.

5. All service utilities, fuel tanks, woodpiles, trash and garbage accumulations **are to be** enclosed within a fence wall SO as to preclude the same from causing an unsightly view from any street or way within the subdivision, or from any other residence within the subdivision.

or

6. No sign of any kind shall be displayed **to the public view on** this

property except one professional sign of not more square foot,  
except that one temporary sign of not  
than one

more than five square feet advertising the property when it is  
for sale or rent or signs used by a builder to advertise the  
property during construction,  
may be kept on a lot for a  
reasonable time.

7. The undersigned  
owner reserves and retains unto itself

agency

the right to grant easements as may be required by the North  
Carolina Department of Transportation or its successor for the purpose  
of constructing and maintaining public roads, and to

to any utility company or cable television company licensed by the  
State of North Carolina Or a county the installation of electric power,  
telephone, cable television, or municipality for  
water and sewer lines, and such easements as for reasonable drainage  
flowlines on the property.

may be required Within these easements, no structure, planting or other  
material shall be placed or permitted to remain that may damage or  
interfere with the installation and maintenance of utilities, change the  
direction of flow drainage in the easements or obstruct flow of water  
Or retard the of drainage canals or ditches within the easements. The  
easement area of this property and all improvements on it shall be  
maintained continuously by the owner, improvements for which a public  
authority or utility is responsible. owner, except for those

8. No animals, livestock, or poultry of any kind shall be raised,  
bred, or kept; except that dogs, cats or other household pets may be  
kept. Provided, however, that bred or maintained for commercial purposes.  
pets are not kept,

easement

9. No lot may be used as a street, lane, way or over which  
access might be obtained to adjacent properties without specific

written consent of grantor, its successors or assigns.

Successor

10. All wells, toilets and **sewage** units installed upon said property shall be in accord with **the** rules **and** regulations of the North Carolina Department of Health, or its agency, **and** shall be located upon said lands in positions approved .of **by** said Department of Health. No outside toilets will **be** permitted.

11. All buildings, structures, and appurtenances shall be maintained in **suitable** state of repair; **and** in of the destruction by **fire** or

event other casualty, **permises are** cleared and debris removed to be **within** ninety (90) days from date of such casualty.

12. Walls and fences shall **be** ornamental in character. No cinder blocks will be exposed above ground level on **any** dwelling unless painted **or** made decorative in character.

will

13. On June 30th. of each year, all property owners pay \$60.00 per lot, **per** year to the undersigned, Street, Hialeah, Florida

at 525 E. 9 33010, for the upkeep of subdivision roads. The undersigned **and any** successor landowner's association will have the right to adjust the amount of said payments, based on the actual **expenditures** for subdivision road maintenance, annually. The right **to** receive said sum landowner's

association which is is assignable to to be formed at a later date. The amount of any unpaid **and** delinquent payments will become a **lien** against the lot, until paid.

14.  
a

The undersigned Owner reserves **and** retains the right to permit the construction of restaurants **and** motels unto itself

on

**any lot or series of lots. Any restaurant Or**

be constructed in tasteful, compatible architecture.

motel **must** Any restaurant

or motel permit may include the special right to erect appropriate signs which are compatible with the spirit and intent of these

Restrictions.

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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 thirty (30) years from the date these covenants are recorded, after which time they **shall** be extended automatically for successive **periods** of ten (10) years unless a statement **signed** by a majority of the the then owners of the lots has been recorded, agreeing to **change the** covenants in whole or in part.

to  
Enforcement shall be by action against **any** person or **persons who** is violating or attempting to violate any of these covenants, **either** restrain the violations or to **recover** damages. **Any** owner of a lot may bring an action to enforce any of these **covenants** and if such party prevails **in the** action, **then** such **party** shall be entitled to **recover**, in addition in addition to costs and to costs and damages allowed by law, such sums as the Court may **adjudge** to be for the services of his attorney.  
**reasonable**

SIGNED and SEALED, this the  
day of  
19 P7

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LEGRA LAND INVESTORS, INC.

**ze ox**

By:

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ATTEST

CRA

**ex**

ita Legra, Secretary

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FLORIDA

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**SEAL**

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ORPORATE SEAL]

TO

S

STATE OF FLORIDA

COUNTY OF

**Dade**

Elias Legra, President

**I, MARIA I. Quesada**

a Notary Public of the County and State aforesaid, do hereby certify that RITA LEGRA, personally came before me this day and acknowledged that she is Secretary of LEGRA LAND INVESTORS, INC., A Florida Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

official stamp Or seal, this 19 Z.

WITNESS my hand and

**June**

day of

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31715

OF  
x

**My Commission Expires:**

**Notary Public, State of Florida at Large**

•Commission Expires July 7. 1989 Maynard Bonding Agency  
Bonded

**Maria I. Quierda**

NOTARY PUBLIC