

**NORTH CAROLINA  
ASHE COUNTY**

**RESTRICTIVE COVENANTS AND  
RESTRICTIVE AGREEMENT  
AFFECTING THE PEAKS,  
A Development in Peak Creek Township,  
Ashe County, North Carolina**

1. No more than one house may be erected upon any granted lot and that one house shall be a one-family dwelling. No duplex house, multi-family house, or apartment house may be erected upon the granted premises, nor shall any business building be erected thereon, and no house shall ever be used or occupied for any purpose except that of a one-family private residence.
2. No building shall be erected upon the granted premises which has cinder blocks or concrete blocks visible from the exterior of such building, nor shall any building be erected thereon with exterior asphalt or asbestos siding.
3. No building shall be erected upon the granted premises which is closer than twenty feet from the street right of way or closer than ten feet from the property line of any other adjoining tracts.
4. No mobile homes, modular homes, tents or junk or inoperable motor vehicles shall be allowed upon any granted lot.
5. No granted lot may be subdivided or used to provide access to any property lying outside of the developed property.
6. No house shall be erected or allowed to remain on the granted premises that has less than 1,000 sq ft of heated floor space, exclusive of porches, decks and garage.
7. No livestock or poultry shall be kept or maintained on said property, except household pets and 1 horse per acre, which must be properly controlled by the owner so as to avoid becoming a nuisance or danger to other property owners. Horses must be fenced, with fence type, height and location approved by the Peaks Development Corp., or future Home Owners Association. All barns & garages shall have the Peaks Development Corp., approval before erecting.
8. Each person or persons erecting a residence on said property shall install a septic system in accordance with the rules, regulations, and specifications as approved by the N.C. Dept. of Public Health and State Stream Sanitation Dept.
9. No signs, billboards, or advertising devices shall be places on any portion of granted premises, except for one neatly prepared and neatly kept ownership identification marker per lot.

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10. No part of said premises shall be used or occupied injuriously as to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are located.
11. No firearms of any caliber, guage, kind or description shall be discharged on said property, nor may any type of fireworks or pyrotechnic device be exploded on said premise.
12. There shall be no parking allowed on any street in said development and the purchasers of said property agree to build their own parking facilities on their own property.
13. The owners of any granted tract or lots agree that they will maintain their respective premises in a neat, presentable, and attractive condition, including but not limited to, the keeping of garbage in closed containers, the cutting of grass and weeds, and the removal from the premises of trash and debris in a timely manner.
14. When the construction of a dwelling house is commenced by the owner of any lot in said subdivision, the external construction of said dwelling house shall be complete and said structure shall be ready for occupancy within 12 months from the date construction is started.
15. The owners of any granted tract or lots agree that they will become members of The Peaks Home Owners Association when the same is formed and that they will be bound by the By-Laws and any rules and regulations adopted by said association. All fees will be due & payable when billed by The Peaks or Home Owners Association.  
At such time there are 25 homes within the development the property owners shall have the obligation of forming this property owners association. Until such time as said property owners association is formed each tract owner agrees to pay the sum of \$100 per year per tract to the developers to be used for maintenance of roads within the development This fee will increase to \$150. per year in 2000, and to \$200 per year in 2002.
16. Invalidation of any one or more of the foregoing covenants by judgement, court order, or otherwise shall in no way affect any of the other covenants or restrictions herein set forth, ant they shall remain in full force and effect.