

"ANTIGUA" SUBDIVISION
DECLARATION OF RESTRICTIONS

W I T N E S S E T H:

WHEREAS, Joshua F. Schneider, hereinafter referred to as Declarant, is the fee simple owner of certain real property located in Brushy Mountain Township, Wilkes County, North Carolina, some of which is to be developed for single family residential dwellings; and

WHEREAS, the Declarant desires, for the use and benefit of himself, his heirs, successors, and assigns, and for future owners of lots to provide for the preservation of values, and the desirability and attractiveness of the real property; and, among other things, for the maintenance and operation of the private roads within the development; and

WHEREAS, Declarant has deemed it desirable for, among other things, the efficient preservation of the values and the maintenance and operation of the private roads that certain covenants, conditions, easements, assessments, liens, and restrictions governing the use and occupancy of Lots in the "Antigua" Subdivision be established and declared to be covenants running with the land; and that an agency be created to which will be delegated the powers and duties of maintaining the roads, providing security, enforcing the covenants and restrictions, and collecting and disbursing assessments; and

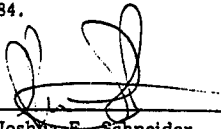
WHEREAS, the Declarant, in making these restrictions, does not intend to violate any of the restrictions of Hickory Hill Orchard Subdivision as recorded in Volume 601, Page 342, more specifically paragraph 1 in reference to the use of said lots for residential purposes; and

WHEREAS, Declarant deems it desirable to incorporate Antigua Property Owners' Association, Inc. with the Articles of Incorporation of said property owners' association being filed with the Secretary of State of the State of North Carolina no more than five (5) days from the date

of closing for the sale of the first lot of Antigua Subdivision, which is recorded in Map Book 8 at Page 158 of the Wilkes County Registry.

NOW, THEREFORE, in consideration of the premises, Declarant for himself, his heirs, successors, and assigns, and for his future grantees, their heirs, successors and assigns, hereby causes to be recorded the attached "Declaration of Restriction, Antigua Subdivision, Wilkes County, North Carolina", which are made a part hereof as though fully set out herein, which restrictions are to apply to, and limit and govern the use of those single-family residential lots in the Antigua Subdivision as are platted, planned, and described on those certain maps recorded in the Office of the Register of Deeds for Wilkes County in Map Book 8 at Page 158.

IN WITNESS WHEREOF, Declarant has hereunto set his hand and seal on this 22 day of June, 1984.



Joshua F. Schneider
Declarant (SEAL)

WILKES COUNTY, N.C.

JUN 22 4 59 AM '84

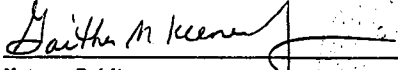
STATE OF NORTH CAROLINA

COUNTY OF Wilkes

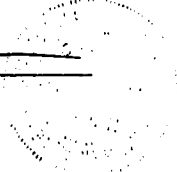
I, Gaither M. Keener, Jr., a Notary Public, do hereby certify that Joshua F. Schneider personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 22 day of June, 1984.

My Comm. Expires:
1-26-86



Notary Public



STATE OF NORTH CAROLINA, COUNTY OF WILKES.

The foregoing certificate(s) of Gaither M. Keener, Jr., N. P.

is (are) certified to be correct. This instrument was presented for registration this 22 day of June, 19 84
at 4:59 A.M., P.M., and duly recorded in the office of the Register of Deeds of Wilkes County, North Carolina in Book 623, Page 702

Ray Welborn
REGISTER OF DEEDS

By: Bobbie Hawthorne
ASSISTANT, DEPUTY REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS
"ANTIGUA" DEVELOPMENT
WILKES COUNTY, NORTH CAROLINA

1. The purpose of these restrictions is to insure the use of certain property at the "Antigua" development for attractive single-family detached 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 his home, with no greater restriction on the free and undisturbed use of his 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 "Antigua" until December 31, 2009. These restrictions shall be extended in full force and effect for a new period of successive ten-year terms, unless sooner terminated after December 31, 2009 the single family residential lots in the aforesaid development and duly acknowledged and recorded in the Office of the Register of Deeds, Wilkes County North Carolina.

3. All lots subject to these restrictions shall be used for residential purposes exclusively with the exception of lots one and two upon which will be used for the construction of a swimming pool and tennis courts for the sole use by the owners of property within the subdivision as provided by these restrictions. It being the intent of said owner that the use of lots 1 and 2 for a swimming pool and tennis courts are not in violation of those restrictions that are recorded in Volume 601, Page 342, W.C.R. No structure except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any said lot other than one detached single family dwelling not to exceed two and one half (2½) 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.

4. 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, 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.

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

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

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept 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.

8. 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 poultry, animals (other than household pets) 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, the owner is responsible to see that the contractor maintains the lot in a reasonable condition.

9. It shall be the obligation of the property owner to provide, install, and maintain adequate culvert and drainage pipe beneath his or her dwelling as it crosses the ditch line at the back, front or side of his or her lot in order that the natural flow of drainage will not at any time be blocked along the street and the culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the

ditch and in no instance shall the drainage pipe be less than twelve inches in diameter. No property owner shall interfere with or divert the natural flow of drainage of any creek, stream, or river.

10. No building, fence or other structure shall be erected, placed, or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives, and parking areas) and construction schedule shall have been approved in writing by Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc., its successors and assigns. Upon written request by certified mail by lot owner for approval of plans, Joshua F. Schneider or the "Antigua" Property Owners' Association shall have thirty days to approve or disapprove the plans. In the event of failure to approve or disapprove within the thirty days, said approval will not be required, provided the design of the proposed building is in harmony with existing structures in this area. In any case, with or without approval, no dwelling with enclosed living area of less than 1800 square feet shall be constructed. Garages on dwelling lots must be constructed of the same or compatible materials as specified for the dwelling. Refusal or approval of plans, location or specifications may be based by Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc., its successors and assigns, upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. shall seem sufficient. No alterations may be made in such plans after approval by Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. is given except by and with the written consent of Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. No alterations in the exterior appearance of any building or structure shall be made without like approval by Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. One copy of all plans and related data shall be furnished to Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. for its records.

11. No building shall be located within the building setback lines as shown on the plat for "Antigua" as recorded in the Wilkes County

Register of Deeds as noted above. In order to assure that houses will be located with regard to the topography of each individual lot, Joshua F. Schneider and the "Antigua" Property Owners' Association, Inc. reserves unto itself, its successors, assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon any lot or building plot consisting of more than one lot, provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site; said right to control the precise site and location of any house, dwelling, or other structure shall specifically include the right and ability to waive the above stated specific setback or sideline requirements without obtaining the permission of any property owner of the development.

12. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.

13. In the event the owner of any residential lot permits any underbrush, weeds, etc., to grow upon said lot to a height of two feet, (except as part of a landscaping plan approved by Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc., and on request fail to have the premises cut within thirty days, agents of Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. may enter upon said land to remove the same at the expense of the owner. Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. may likewise enter upon said land to remove any trash which has collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot. This provision shall not be construed as an obligation on the part of Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. to provide garbage or trash removal services. Neither Joshua F. Schneider, the Association, nor any of their agents, or contractors shall be liable for any damage which may result from any maintenance work performed.

14. No television, radio receiver, or transmitter or other antenna which is visible from the street or adjoining property is permitted unless specific approval for such is obtained in writing from Joshua F. Schneider or the "Antigua" Property Owners' Association, Inc. All telephone, electric and other wires of all kinds must be installed underground from the poles or the transmission cables located within the utility easements reserved in these restrictions, to any building, dwelling, or other use connection.

15. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of Joshua F. Schneider or the Association or except as may be required by legal proceedings, it being understood that Joshua F. Schneider or the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three square feet may not be erected without the written permission of Joshua F. Schneider or the Association.

16. Each lot owner shall provide space for parking not less than two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by Joshua F. Schneider or the Association. No onstreet vehicular parking shall be permitted except as in accordance with reasonable standards established by Joshua F. Schneider or the Association. No overnight parking of recreational vehicles, motor homes, commercial vehicles, trucks or trailers shall be permitted unless under roof and in accordance with reasonable standards established by the owner and the Association. All driveways located within one hundred feet of a platted road right of way shall be paved.

17. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the owner and the Association.

18. Joshua F. Schneider and the Association reserves unto itself, its successors, and assigns a perpetual, alienable and releasable easement over, upon, across and under each lot for the erection,

maintenance, installation and use of electrical and telephone poles, wire, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities only for the sole and exclusive benefits of the lots in "Antigua" Subdivision which are recorded in Map Book 8, Page 158 of W.C.R., and Joshua F. Schneider or the Association may further cut drainways for surface water wherever and whenever such action may appear to Joshua F. Schneider and the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations and tanks within residential areas on any walkway or any residential lot designed for such use on the applicable plat of a residential subdivision or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by licensee of owner to provide or maintain any such utility or service. Joshua F. Schneider and the Association guarantee that in exercising the rights of this easement that no water, sewer, power lines or other easements shall be located in an area more than ten feet from the property line. Joshua F. Schneider and the Association hereby grants to each and every lot owner of "Antigua" Subdivision, that is recorded in Map Book 8, Page 158 of the W. C. R., an easement for water from those wells that are now located on lots No. 2 and 6. It is specifically provided that said water easements shall be used only for the benefit and sole use of the owners of the lots of "Antigua" Subdivision that are recorded in Map Book 8, Page 158 of the W. C. R.

19. No large trees measuring ten inches or more in diameter at ground level may be removed without the written approval of the owner or the Association unless located within ten feet of the main dwelling or accessory building or within ten feet of the approved site for such building. No trees shall be removed from any lot until the owner shall

be ready to begin construction without the consent of the owner or the Association.

20. Prior to the creation of the "Antigua" Property Owners' Association, Inc., as hereinafter provided, Joshua F. Schneider, the owner, shall be responsible for the maintenance, repair, and upkeep of the private streets and roads in the development. The owner of each said lot in the development, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the owner an annual assessment for the expense of the above stated road maintenance, upkeep, and repair. The owner of each single family residential lot in the development, including the owner shall be assessed for each lot owned an equal prorata share of the actual expense necessary for the owner to maintain and repair the road system within the development the previous calendar year or the sum of \$175, whichever is greater. Said assessments shall be made payable as follows: \$75 payable to Southern Management Company, a North Carolina partnership, on June 30, 1984 and June 30, 1985 pursuant to paragraph 9 of those restrictions recorded in Volume 601, Page 342 of W.C.R. of Deeds. The remaining amount for 1984 and 1985 shall be payable to Joshua F. Schneider and/or "Antigua" Property Owners' Association, Inc. For all years after calendar year 1985, said assessments shall be payable to Joseph F. Schneider and/or "Antigua" Property Owners' Association, Inc. It is further understood and agreed that upon the creation of the "Antigua" Property Owners' Association, Inc., said Association shall thereafter assume the maintenance, upkeep and repair of the "Antigua" road system, and shall assess members for the expense thereof as necessary without in any way being limited by the provisions of this paragraph. When Joshua F. Schneider has sold seventy-five percent of the lots within the "Antigua" Subdivision, the "Antigua" Property Owners' Association, Inc. shall assume all responsibility granted and retained by these restrictive covenants.

21. Every person or entity who is a record owner of a fee or undivided fee interest in any lot in "Antigua" 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.

22. The Association shall promote the health, safety, and welfare of the property owners within the "Antigua" Subdivision by providing among other things, and without in any way limiting its purposes or services, the following: (1) maintenance, repair and upkeep of the private streets, trails and recreational areas within the development; (2) security of the property by mechanical gates and/or guards or other means; (3) enforcement of the provisions of the Declaration of Restrictions and assumption of the discretionary rights of Joshua F. Schneider reserved therein.

23. 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.

24. The owner of each lot in the "Antigua" Subdivision by acceptance of a deed therefore, 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 Wilkes County Clerk of Court a notice of the lien created hereby. 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 to this paragraph shall comply fully with the North Carolina procedure for judicial foreclosure.

25. The Voting Rights of the membership of the Association shall be appurtenant to lot ownership and shall be as follows: (1) All owners, with the exception of the owner, shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any lot, all such persons or entities shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot, nor shall any vote be fractionalized; (2) Joshua F. Schneider shall be entitled to one vote for each lot owned; however, for so long as Joshua F. Schneider shall own twenty-five percent or more of the lots in the development, the number of votes of Joshua F. Schneider shall be limited to one vote less than the number of votes needed to decide each election.

26. All assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its member. Such purposes may include, but are not limited to: maintenance, landscaping and beautification of the roads and common areas including the tennis courts, swimming pool and other recreational facilities; construction, repair and replacement of improvements upon the roads and common areas; the costs of labor, equipment, materials, management, and supervision thereof; providing security to the Development by mechanical gates and/or guards and patrols or other means; the payment of taxes assessed against the roads

and common areas; the procurement and maintenance of insurance; the employment of attorneys, accountants, and other professionals to represent the Association when necessary or useful; the provision of other services intended to promote the health, safety and welfare of the members; and such other needs as may arise.

27. No lot shall be subdivided, or its boundary lines changed unless such part of the subdivided lot becomes a part of an adjacent whole lot as platted and the remainder of the subdivided lot becomes a part of another adjacent whole lot as platted. Each resulting modified lot shall thereafter constitute one lot. The restrictions and covenants herein shall apply to any of said modified lots resulting from said subdivision as if the resulting lots had been originally platted in such manner.

28. In the event of a violation or breach of any of these restrictions by any property owner or agent or agent of such owner, the owner, the Association, the owners of lots in the neighborhood or subdivision or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the owner shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this deed, however long continued, 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 its enforcement. The invalidation by any Court of any restrictions contained in this Declaration of Restrictions shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

29. As used in these restrictions, the word "lot" shall mean and refer only to those numbered lots as shown on those maps of "Antigua" Subdivision recorded in Map Book 8, Page 158 of the W. C. R.