

RESTRICTIONS

1. All lots contained in this subdivision shall be used solely and exclusively for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above the basement, and other accessory structures customarily incidental to the residential use of the lot.

2. No building, fence, sidewalk, wall, drive 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 University Village, Inc., its successors and assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the University Village, Inc. shall deem sufficient. No alterations may be made in such plans after approval by University Village, Inc. is given except by and with the written consent of University Village, Inc. No alterations in the exterior appearance of any building or structure shall be made without like approval by University Village, Inc. One copy of all plans, specifications and related data shall be furnished University Village, Inc. for its records.

3. Residences constructed on any of said lots, if one story in height, shall have a heated ground floor area of not less than Sixteen Hundred (1,600) square feet, exclusive of porches, garages and carports, and if one and one-

half or two stories in height, shall have a total heated finished floor area of not less than Two Thousand (2,000) square feet.

4. No lot may be subdivided by sale or otherwise so as to increase the total number of lots shown on the recorded map of the property.

5. No building, except a detached garage or other permitted outbuilding, located within the rear one-third ( $1/3$ ) of any lots in this subdivision shall be located nearer to any side lot line than fifteen (15) feet. Detached garages and other permitted outbuildings located within the rear one-third ( $1/3$ ) of all lots shall be constructed no nearer than fifteen (15) feet to any side lot line and twenty (20) feet from the rear lot line. Any residence constructed on the property shall have a rear yard of not less than seventy-five (75) feet. No building shall be located nearer than Thirty (30) feet from the street right of way line.

6. In the event of the inadvertent violation of the aforesaid front and side line restrictions University Village, Inc., hereby reserves unto itself, its successors and assigns the right, by and with the mutual written consent of the owner or owners for the time being of the lot affected, to change the building line restrictions aforesaid, provided that such change shall not exceed ten per cent (10%) of the margin requirements hereof.

7. No animals or poultry of any kind other than household pets shall be kept or maintained on any lot.

8. Any garage erected upon any of said lots shall conform substantially with the main residence in architectural style and the exterior finish.

9. No trailer, tent, shack, garage, barn or other outbuilding shall be placed or erected on any lot either temporarily or permanently nor shall

any mobile home type vehicle be stored or parked and permitted to remain standing on any lot except within a building, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. No noxious or offensive trade or activity shall be conducted or permitted upon any lot nor shall anything be done or permitted upon any lot which may be or become a nuisance or annoyance to the neighborhood.

11. University Village, Inc., and its successors and assigns reserve an easement in and right at any time in the future to grant a right of way over, under and along the rear and side lines of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, C.A.T.V. and other utilities to the lots.

12. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling house, within a permitted accessory building or buried under ground.

13. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons owning lots in the development for a period of twenty-five (25) years from the date of the recording; and after that the said covenants, conditions and restrictions shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part. The enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. Invalidity of any one of the covenants, conditions, and restrictions by



judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. Nothing herein contained shall be held to impose these restrictions on any remaining property of University Village, Inc.

**STATE OF NORTH CAROLINA****FIRST AMENDMENT TO RESTRICTIONS****COUNTY OF WATAUGA**

WHEREAS, University Villages, Inc. placed certain restrictions on property conveyed by them, which Restrictions are recorded in Deed Book 110, Page 195 of the Watauga County Registry, which property is more particularly described as follows:

BEING all of Lots 1 thru 37 in Section I as shown on a plat of the subdivision recorded in Map Book 4 at page 203, in the Office of the Register of Deeds of Watauga County, North Carolina; and being all of Lots 38 thru 45; and Lots 48 thru 90 as shown on plat of the subdivision recorded in Map 4 at page 204, in the Office of the Register of Deeds for Watauga County, North Carolina..

WHEREAS, the majority of the current owners of the above described lots now desire to modify said restrictions, and voted to do so at a duly called meeting of the Homeowners Association.

NOW THEREFORE, the Restrictions recorded in Book 110, Page 195 in the Watauga County Registry are hereby modified as follows:

Number 3 & 10 of said Restrictions are replaced and shall now read in their entirety:

3. Residences constructed on any of said lots, if one story in height, shall have heated ground floor area of not less than Two Thousand Six Hundred (2,600) square feet, exclusive of porches, garages and carports, and if one and one-half or two stories height, shall have a total heated finished floor area of not less than Three Thousand (3,000) square feet.

10. No noxious or offensive trade or activity shall be conducted or permitted upon any lot nor shall anything be done or permitted upon any lot which may be or become a nuisance or annoyance to the neighborhood. No commercial vehicles of any kind, excluding cars and pick up truck used in commuting, shall be allowed to park or remain on any lots overnight. The Homeowners Association, among other remedies available to them, can have any such commercial vehicles towed and any charges related to towing or storage of said vehicles assessed against the property owner.