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NORTH CAROLINA

BOOK 749 PAGE 384

IREDELL COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That MADELYN CLARK HANSEN, of Iredell County, North Carolina, is the owner of a certain boundary of land situated in Fallstown Township, Iredell County, North Carolina, and particularly described as follows, viz:

BEING all of the lots shown on a map of "OLD HOMESTEAD NO. 1 SUBDIVISION, Revised", which plat is duly recorded in Plat Book 19, Page 41, of Plat Records for Iredell County, North Carolina, and to which plat reference is hereby made for a full and complete description of said property.

THAT WHEREAS, MADELYN CLARK HANSEN is the owner of the above described lots and desires to restrict the above described lots, and the building plots made up of said lots, and the use thereof, from and after the date of the filing of this instrument for registration in the Office of the Register of Deeds of Iredell County, North Carolina.

NOW, THEREFORE, said MADELYN CLARK HANSEN, the owner as aforesaid, for the reasons herein set forth, agrees to and with all persons, firms, or corporations hereinafter acquiring title to any of the property and lots hereinabove described, that all of said lots and property and all building plots coming out of same are hereby subjected to the following restrictions and covenants as to the use thereof, and running with said lots and property and building plots by whomsoever owned, to-wit:

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) motor vehicles.

2. No dwelling, including attached garage or carport, shall be located on the lot nearer to the front property line than fifty (50) feet, nor shall any dwelling including garage or carport be located nearer than ten (10) feet to any interior lot line.

3. The ground floor area of the main structure of all dwellings, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet of heated floor space for a one-story, or a one and one-half story dwelling without basement. A two-story dwelling shall have a minimum of 1,000 square feet of heated floor space on the ground floor and a minimum of 500 square feet of heated floor space on the second floor, exclusive of one-story open porches and garages.

4. There shall be constructed a paved driveway leading from the street to a carport or garage of each dwelling constructed on all of the lots in the aforesaid subdivision. Additionally, all yards and lawns will be sowed and landscaped within sixty (60) days of occupancy of the house as a residence or by the time the house constructed on said lot is eighty (80) percent complete, whichever event shall first occur.

5. No cement blocks or cinder blocks shall be used in the construction of any structure to be located on any lot so as to be visible above the ground when said structure is completed. The outside construction of all structures constructed on any lot shall be either brick or stone or wood siding, or some combination of brick, stone and wood siding.

6. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than standard size advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

7. No obnoxious or other offensive trade or activity shall be carried on upon any lot or building plot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which may be injurious or detrimental to the health of the adjacent neighbors, or which may be in violation of the authority having jurisdiction in regard to the health and sanitary regulations and requirements.

Additionally, all lots shall be maintained in a neat and proper fashion and all grass shall be mowed and shrubbery kept trimmed.

8. Dogs, cats, and other household pets may be kept provided they are not bred or maintained in such number or in such manner so that the same shall constitute an annoyance or nuisance to the neighborhood, or shall in any way be detrimental or injurious to the health of the neighborhood or adjacent neighbors. No livestock or poultry of any kind shall be raised, kept, or bred on any lot.

9. No trash, rubbish, garbage or other waste shall be dumped on any lot or building plot, nor shall waste be kept thereon except in sanitary containers and then the same shall be disposed of or removed therefrom within the time and in accordance with the rules, regulations and requirements of the duly authorized health authorities of the County of Iredell and the State of North Carolina, or such other authority as may have jurisdiction in the matter, and the rules and regulations of the authority having jurisdiction of such matter shall be complied with.

10. No lot shall be divided and no lot line shall be altered except with the prior written consent of the declarant, MADELYN CLARK HANSEN, her heir or assigns. Additionally, no lot shall be used as a road, thoroughway or passageway to any other lot or to any adjoining property unless the prior written consent of the declarant, MADELYN CLARK HANSEN, shall have been first secured in writing and said writing shall have been recorded in the Office of the Register of Deeds of Iredell County, North Carolina.

11. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the standards and requirements which are set forth by duly constituted health authorities of the County of Iredell and the State of North Carolina, and such other authorities as may have jurisdiction. Approval of such system

shall be attained from the health authority having jurisdiction.
No outside privy shall be installed in any event.

12. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence. Garage apartments may be used as servants quarters.

13. An easement for the installation and maintenance of utilities and drainage lines is reserved along the interior lot lines for five (5) feet.

14. So long as the party of the first part retains any ownership in the property covered by these Restrictive Covenants, she hereby reserves the authority and right, without the joinder or consent of any persons, or corporations, that may have previously purchased property in the subdivision, to change, alter, or eliminate any of the restrictions hereinabove set forth; however, such changes shall effect the property which the said party of the first part has ownership in at the time of said changes or alterations, and if the party of the first part no longer retains any ownership or interest covered by these Restrictive Covenants, the majority of the then property owners may change, alter, or eliminate any of the restrictions contained therein.

15. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty (20) years from the date these covenants are recorded, after which time, said covenants shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then property owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

16. Enforcement of these covenants shall be by proceedings at law or in equity by the grantor, either of them, or by any property owner in "Old Homestead No. 1 Subdivision, Revised", against any person or persons violating or attempting to violate

any covenant either to restrain violations or to recover damages,
or both.

17. Invalidation of any one of these covenants by judgment,
Court order, or otherwise, shall in no wise affect any of the
other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said MADELYN CLARK HANSEN has
hereunto set her hand and seal, this the 22nd day of May, 1987.

Madelyn Clark Hansen (SEAL)
MADELYN CLARK HANSEN

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

I, a Notary Public of said County and State, do hereby
certify that Madelyn Clark Hansen personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and Notarial Seal, this 22nd day of May,
1987.

John W. Hesse
Notary Public

My Commission Expires:

08-09-89

STATE OF NORTH CAROLINA -- Iredell County

The foregoing certificate (is) of *John W. Hesse, a NP of Iredell Co NC*

is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the
Office of the Register of Deeds of Iredell County, North Carolina in Book 749, Page 388
his 22 day of May, A.D., 19 87 at 3:50 o'clock P.M.

L. L. Nesbitt
REGISTER OF DEEDS

By *Barbara O. Bell*
Deputy Register of Deeds