

NORTH CAROLINA

GASTON COUNTY

**DECLARATION OF BUILDING RESTRICTIONS
AND PROTECTIVE COVENANTS
AMENDED**

THIS DECLARATION OF BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS, made and published this 14th day of November, 1997 by American Land Corporation-Charlotte, Inc. (hereinafter referred to as the "Declarants"). The following restrictions revoke any previously recorded restrictions, on Phase I of Lewis Farm Estates, by American Land Corporation-Charlotte, Inc.

WITNESSETH

THAT WHEREAS, the Declarants are the owners of Lot Number One (1) through Lot Number Forty-one (41) of Phase I of Lewis Farm Estates, said lots lying and being in the Crowder's Mountain Township of Gaston County, North Carolina and being shown on plat thereof recorded in the Office of the Register of Deeds for Gaston County, North Carolina in Plat Book ___ Pages ___ through ___.

WHEREAS, the Declarants desire to create and impose upon said lots certain building restrictions and protective covenants governing and regulating the use of said lots.

NOW, THEREFORE, the Declarants hereby declare that said lots are subject to the following building restrictions and protective covenants which are established to enhance and protect the value, desirability and attractiveness of said lots.

1. **LAND USE AND BUILDING TYPE.** All lots shall be used for residential purposes only. No structure shall be erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling and customary outbuildings appurtenant thereto. Any garage or accessory structure permitted hereunder shall be so erected that its outward structure and appearance is in keeping with the general architecture of the main dwelling erected or located on said lot. All buildings used to shelter permitted animals shall require written approval from the Declarants. All housing shall have a minimum of 4/12 roof pitch. No mobile homes of any type or construction allowed. Modular housing will be allowed.

2. **MODULAR HOUSING.** Modular housing must meet or exceed the following requirements.

- The title to all modular housing must pass by way of a real property deed and not by a manufacturers certificate of origin which carries with it a motor vehicle title obtained from the North Carolina Department of Motor Vehicles
- All modular housing must comply with the State Building Code which includes obtaining a building permit and being subject to periodic inspections by the State or County Building Inspector.
- Home purchaser must choose delivery by means of attaching wheels, axles, and a tongue for cost savings or lifting onto a dolly for delivery.
- Should home ever require relocation, it must be transported as one section.
- All modular residences must be attached to a permanent foundation constructed of brick, block, or concrete. Example: Attached to a permanent foundation of poured concrete with load bearing brick walls and support piers.

3. **TRACTOR TRAILERS.** No tractor trailers will be permitted in this subdivision, in combination or singularly, except for routine deliveries.

4. **DWELLING SIZE.** Every residential dwelling which shall be placed upon any lot or tract shall contain not less than 1,200 heated square feet of floor space. The minimum heated floor space herein referred to shall not include basements, attached or detached, garages, unheated storage areas, carports, or open porches of any type or decks.

Richard Calhoun
American Land Corporation
3126 Milton Rd., Ste. 207
Charlotte, NC 28215

BK 2724, PG 787

RECORDING FEB 16 1998 Buyer's Initials: _____

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5. **BUILDING SETBACK LINE REQUIREMENTS.** No residential dwelling shall be located on any lot in said subdivision nearer than thirty (30) feet to the front lot line, nearer than forty (40) feet to the rear lot line, nearer than twenty-five (25) feet to the side street line, or nearer than fifteen (15) feet to any side lot line.
6. **PORCHES AND EAVES.** For the purpose of determining compliance or noncompliance with the foregoing building line requirements, eaves, steps and open porches extending beyond the outside wall of a residential dwelling shall not be considered as a part of the main structure. However, the provisions of this paragraph shall not be construed to authorize or permit encroachment upon any easement or right-of-way or the property of an adjacent owner.
7. **EXTERIOR WALLS.** No residential dwelling shall be erected or located on any lot with an exterior of exposed blocks made of concrete, zolite, toughlite or similar material.
8. **DRIVEWAYS.** All driveways and driveway pipes shall be installed and constructed in accordance with those standards established by the North Carolina Department of Transportation for secondary residential streets. This requires galvanized culverts or concrete reinforced culverts in order to meet D.O.T. requirements.
9. **LOT APPEARANCE.** Every lot owner shall keep their property well groomed and maintained, both prior to and after construction.
10. **SUBDIVISION OF LOTS PROHIBITED.** No lot may be subdivided without the prior written consent of the Declarants.
11. **EASEMENTS.** Easements ten (10) feet in width along the front, rear and exterior lot lines and five (5) feet in width along interior side lot lines are reserved for drainage and utility purposes. Other easements are reserved as shown on the recorded plat of said subdivision.
12. **DWELLING PLACED UPON MORE THAN ONE LOT.** In the event any residential dwelling shall be placed upon more than one lot, then the combination of said lots shall be considered as one lot, and these restrictions and covenants shall apply to said lots in combination as if the same were only one lot; and any interior lot line easement which shall affect the construction of a residential dwelling upon the combination of two or more lots, unless then in use, shall be vacated.
13. **UNDERGROUND UTILITIES.** In the construction of a residential dwelling upon any lot, all telephone and electrical service lines shall be buried underground from the service pole to the residential dwelling at the expense of the owner.
14. **FENCES.** No fence shall be placed or erected on any lot nearer to any street than the minimum building setback line.
15. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed on any lot for use as a residence, either temporarily or permanently.

16. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. This restriction shall not apply to Declarants property sales or subdivision entrance signs.
17. **FARM ANIMALS.** No swine or poultry of any kind shall be raised, kept or bred on any lot except dogs, cats or other household pets, provided they shall not be kept, bred or maintained for any commercial purpose. Farm animals (excluding swine and poultry) will be allowed on lots or tracts containing more than two (2) acres, however, only two (2) farm animals per acre will be allowed on qualifying tracts.
18. **NUISANCES.** No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the surrounding lot owners or to the neighborhood.
19. **GARBAGE AND REFUSE DISPOSAL.** No lot may be used as a storage area or maintained as a dumping ground for rubbish, trash, garbage or other refuse. All rubbish, trash, garbage or other refuse shall be kept in sanitary containers, which containers shall be kept in a clean and sanitary condition and shall be screened from public view. All rubbish, trash, garbage or other refuse shall be disposed of outside of the subdivision or removed by county-approved haulers or as otherwise required by county sanitation ordinances.
20. **SEWAGE DISPOSAL.** Each residential dwelling shall be equipped with an approved sanitary septic tank system located and constructed in accordance with the requirements, standards and recommendations of the Gaston County Health Department.
21. **T.V. SATELLITE DISHES.** Television satellite dishes as well as equipment incident thereto may not be located upon any lot except in the rear yard and out of view from the front of the residence.
22. **MOTOR VEHICLES.** No motor vehicle without current registration nor any junk or inoperative vehicles will be allowed to remain for more than thirty (30) days on any lot in said subdivision.
23. **STREET ACCESS.** The Declarants hereby reserve the right to use any of the above-described property owned by them as streets for the purpose of providing access to and from the above-described property or other property owned by the Declarants.
24. **OTHER PROPERTY OF DECLARANTS.** Nothing herein contained shall be construed as imposing any restrictions or covenants on any property of the Declarants other than the property to which these restrictive covenants specifically apply.
25. **DURATION.** These restrictions and covenants shall run with the land and shall be binding upon all parties and persons having or acquiring any right, title or interest in or to any of the lots in said subdivision for a period of twenty-five (25) years from the date of recordation of this instrument, after which date, said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless and until amended or revoked, either in whole or in part, as provided for herein below.

Buyer's Initials: _____

Lewis Farm Estates - Phase I
Protective and Restrictive Covenants (Cont'd.)
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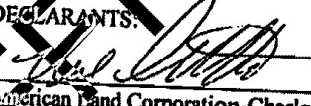
26. **AMENDMENT.** These restrictions and covenants may be amended or revoked, either in whole or in part, by an instrument in writing executed by the Declarants and recorded in the Office of the Register of Deeds for Gaston County, North Carolina so long as the Declarants shall still own any lot or lots in said subdivision; and after such time as the Declarants shall no longer own any lot or lots in the said subdivision, any such amendment or revocation may be made and shall be fully enforceable and effective when duly executed by a majority of the then owners of the lots in said subdivision and recorded in the Office of the Register of Deeds for Gaston County, North Carolina. These restrictions shall pertain specifically to Lots One (1) through Forty-one (41) of Phase I of Lewis Farm Estates and shall not pertain to any additional lands owned by Declarants.


27. **ENFORCEMENT.** If any person, firm or corporation shall violate or attempt to violate any of the foregoing restrictions and covenants, it shall be lawful for any other person, firm or corporation owning any of said lots (or any interest therein) to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, either to prevent the violation or to recover damages or other compensation for such violation.

28. **SEVERABILITY.** Invalidation of any one or more of the foregoing restrictions and covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, American Land Corporation-Charlotte, Inc. has caused this instrument to be signed in it's Corporate name by it's President and attested by it's Secretary and sealed with it's Corporate Seal, this the day and year first above written.

DECLARANTS:

 (SEAL)
American Land Corporation-Charlotte, Inc.
By: Neal Choquette, President

Attested by:  (SEAL)
American Land Corporation-Charlotte, Inc.
Gary Choquette, Secretary

Affix Corporate Seal



Buyer's Initials: _____

UNOFFICIAL

NORTH CAROLINA

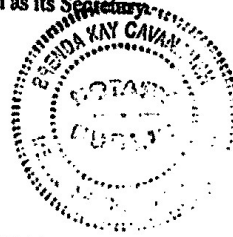
MECKLENBURG COUNTY

I, Brenda Kay Cavanaugh, a Notary Public for said County and State, do hereby certify that Gary Choquette personally appeared before me this day and acknowledged that he is Secretary of American Land Corporation - Charlotte, Inc., 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 him as its Secretary.

WITNESS my hand and notarial seal, this 13th day of November, 1997.

Brenda Kay Cavanaugh

My Commission Expires: 10-6-98



North Carolina, Mecklenburg County

The foregoing certificate of Brenda Kay Cavanaugh Notary Public, of Mecklenburg County, North Carolina is certified to be correct. Presented for registration and recorded this 13th day of November 1997 at 12:08 A.M. p.m. in Book 224, Page 282.

Celice B. Bruner
Register of Deeds

By Patricia W. [Signature] Deputy

DEED	16.00
TOTAL	16.00
CHECK	16.00
CHANGE	0.00

11/14/97 15 12:08 0001 0079

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