

KNOW ALL MEN BY THESE PRESENTS, that BOGAR, INC. a corporation organized and doing business under and by virtue of the laws of the state of North Carolina with its principal office in Catawba County, North Carolina, does hereby covenant and agree to and with all persons, firms or corporations now owning or hereinafter acquiring any property or lots of the FALLING CREEK ESTATES, SECTION #II, PHASE II, a plat of which is recorded in the office of the Register of Deeds of Catawba County in Plat Book 14, page 147, to which reference is hereby made for a more particular description of the lots and property which are subject to the restrictions hereinafter set forth. It being understood and agreed by all parties that all of the restrictions hereinafter set forth shall apply to all of the lots and property shown or described on the Plat herein referred to.

That the property and lots described are hereby subjected to the following covenants and restrictions running with said property and governing the use thereof by whomsoever owned, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of those persons then owning a majority of said lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision as shown on said plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

4. All lots in said subdivision as shown on said plat, shall be known and described as residential lots and no part of said lots shall be used for any type of business or stores. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, except storage buildings which are of the same construction as the residence located on said lot.

5. None of said numbered lots as shown on said recorded plat shall be re-subdivided so as to create an additional building lot. Where a residence has been erected on a plot consisting of two or more lots, none of said lots shall thereafter be sold separately if such sales would result in a violation of Paragraph 9 below.

6. No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry may be kept on this property.

7. No trailer, basement, tent, shack, garage, or other outbuildings erected on these residential lots shall be, at any time, used as a residence, temporarily or permanently, nor shall any residence be moved onto a building plot in the subdivision.

8. That no single-family residence having less than 1,600 square feet of heated floor space exclusive of garage, carport, basement, or other auxiliary structure shall be erected on the lot. Any residence having living quarters of more than one floor must contain at least 1,100 square feet of heated floor space on the principal floor and a total of not less than 2,000 square feet of heated floor space exclusive of garage, carport, basement, or other auxiliary structure.

9. All homes constructed shall be at least forty (40) feet from the front property line. Side yard, rear yard, and corner lot requirements shall conform to Section RA-12 Residential Zoning Ordinance of City of Hickory.

10. No sign of any kind shall be displayed to the public view on any lot, except 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.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be stored in an area that cannot be seen from the street.

12. Grass and weeds are to be kept down on all vacant lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense.

13. All homes constructed in this subdivision shall be principally of brick, stone, or wood siding of eight inches or

larger. No cement or cinder block shall appear above ground level.

14. The Grantors reserve an easement of 10 feet along the rear property line, and 5 feet along the side property line and of each and every road for a present or future utility need, such as telephone, electricity, water, sewer, or gas lines. Any easements which have heretofore been granted by the Grantors are also reserved. The easement area of each road and all improvements on it shall be maintained continuously by the owner of the road, except for those improvements for which a public authority or utility company is responsible.

IN WITNESS WHEREOF, said BOGAR, INC, has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its Secretary this the 22 day of June, 1972.

BOGAR, INC.

BY: Robert H. Bowles

President



James W. Hassell
Secretary

DRAWN BY:

W. HAROLD MITCHELL, MITCHELL & TEELE, ATTORNEYS AT LAW, VALDESE, N. C.

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

THIS 22 day of June, 1972, personally came before me, ROBERT HENRY BOWLES, who, being by me duly sworn, says that he is the President of Bogar, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said JAMES W. HASSELL, acknowledged the said writing to be the act and deed of said Corporation.

Nancy B. Jones
NOTARY PUBLIC

My commission expires: 10-12-74

