

NORTH CAROLINA

YADKIN COUNTY

DECLARATION OF RESTRICTIVE COVENANTS
PRETAINING TO EAGLE'S NEST SUB-DIVISION
LOCATED ON COUNTRY CLUB ROAD, YADKINVILLE, N. C.

Know all men by these presents that Carwall Builders Inc., do hereby covenant and agree to and with all persons, firms, and corporations hereafter acquiring lots in the sub-division known as Eagle's Nest, a plot of which will be recorded in the Office of the Register of Deeds of Yadkin County; that all such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said land by whosoever owned.

1. Living units not exceeding one and one-half (1-1/2) story shall contain not less than 1,500 square feet of heated living area. Living Units having more than one and one-half (1-1/2) stories shall have not less than 1,800 square feet of heated living area. No cement or cinder block may be exposed to any street or adjoining lot.

2. No residence shall be erected nearer the front right away line less than 40 feet nor nearer either side line property line than 15 feet, nor nearer rear property line than 25 feet, however, this particular provision shall not apply to garages and outbuildings erected in the rear of said residences,

3. All lots in the above-mentioned sub-division and shown on said plat are residential lots.

4. Said lots shall not be used except for residential purposes; no lot shall be divided or sub-divided; Nor shall any lot be used for a public street, road or alley without permission of Carwall Builders, Inc. of Yadkinville, or its heirs or assigns.

5. No business, profession or other trade or activity shall be carried on upon said lot or lots or in buildings erected thereon; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. The Declarant reserves the right to approve each home before allowing it to be placed on a lot or lots.

7. No more than one (1) home shall be placed on any lot.

8. Accessory buildings shall not be located in any required front or side yard, shall not cover more than thirty (30) percent of any required rear yard and shall be at least five (5) feet from any other buildings on the same lot and at least 20 feet from any buildings used for human

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habitation on adjoining lots. Any part of the building, including the footings and roof overhang, shall be a minimum of five (5) foot from any lot line.

9. No temporary buildings shall be placed or erected on any lot without written permission from the Declarant.

10. All motor vehicles parked or stored on a lot must be currently licensed, operable and have a current inspection sticker. Any motor home, trailer, boat, or any other type of recreation vehicle must be parked in the rear of any residence in the sub-division. NO VEHICLE is to be parked or placed on any street within said sub-division. NO VEHICLE shall be used as a residence either permanently or temporarily. The Declarant reserves the right to remove any violation of the above at the lot owners expense.

11. No motorcycle, motorbike, or motorized vehicle (except automobiles and trucks shall be permitted on the streets or otherwise in the sub-division. Recreational riding of the above within the sub-division is hereby expressly prohibited.

12. No animals, livestock or poultry, of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

13. 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, placed at the rear of the residence in such a manner that cannot be seen from the roads or streets.

14. If the owners of these lots, or any of their heirs or assigns, successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person, persons, firms or corporations owning any real property situated in said sub-division to prosecute any proceedings at law or in equity against the person or persons, firms and corporation violating or attempting to violate any such covenants, and either prevent him, it or them from doing or to recover damages on any other dues for such violation. Any violation of any of the provisions may, at the option of the developer, be corrected by the developer, and if necessary the developer, its agent and employees may enter the lot for the purpose for correcting the violation. Any such entry shall not be a trespass. Should, however, the developer elect to correct the violation by entry to the premises, it shall first give written ten (10) day notice to the owner first allowing the owner to correct the violation. Notice shall be given by posting the premises and also by letter deposited in the U. S. Mail addressed to the last known address of the owner on file with the developer. The cost of any such action by the developer shall constitute a lien against the lot and it shall be a personal obligation of the lot owner.

15. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2008 at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by a vote of the majority of the owners of the lots it is agreed to change the covenants in whole or in part.

In Witness whereof Carwall Inc. has caused this instrument to be signed by Jerry Carlton its President, attested to by Hilda Carlton its Secretary and its corporate seal to be affixed hereto this the 3 day of February, 1999.

ATTEST

Hilda Carlton
Secretary

CARWALL INC.

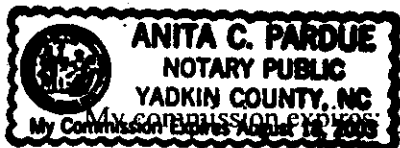
By: Jerry Carlton
President

North Carolina

Yadkin County

I Anita C. Pardue, a Notary Public, do hereby certify that Jerry Carlton, personally came before me this day and after being duly sworn, says he is the President of Carwall Inc. a NC Corporation, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and sealed with its corporate seal and attested by Hilda Carlton as its Secretary.

Witness my hand and notarial seal, this the 3rd day of February, 1999.



Anita C. Pardue
Notary Public

Ted C. Williams, Register of Deeds of Yadkin County, NC

By: Mary Jane Madison
Assistant Deputy

FILED
YADKIN COUNTY, N.C.
NO. _____
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BOOK AND PAGE
TED C. WILLIAMS
REGISTER OF DEEDS

NORTH CAROLINA, YADKIN COUNTY

The foregoing certificate of Anita C. Pardue is certified to be correct.

Ted C. Williams

By: Mary Jane Madison

Register of Deeds

Deputy/Ass't Register of Deeds