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By: *Sony G. Starnes*
REGISTER OF DEEDS
CALDWELL CO., N.C.

Prepared by W. ALBERT SIGMON, P.A., ATTORNEY AND COUNSELLOR AT LAW, Hickory, N.C.

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

**PARKRIDGE ESTATES
DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS is made this 14th day of JUNE, 1996, by **BROYHILL FAMILY FOUNDATION, INC.**, a North Carolina corporation, hereinafter the "Declarant";

W I T N E S S E T H:

WHEREAS, the said Declarant has heretofore acquired title to a certain tract or parcel of land which has been subdivided into lots numbered as shown on a certain map or plat entitled "**PARKRIDGE ESTATES**" (hereinafter sometimes referred to as the "subdivision"), which said map appears of record in the office of the Register of Deeds of Caldwell County, in Plat Book 16, Page 210; and,

WHEREAS, the said Declarant intends to convey said numbered lots as the same are shown and delineated on the above-mentioned map, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms and/or corporations subject to certain restrictive and protective covenants and conditions which are deemed to make the subdivision more desirable and to be for the benefit of all those who acquire title to any one or more of said numbered lots to the end that the restrictive and protective covenants and conditions herein set out shall inure to the benefit of each person, firm or corporation which may acquire title to any or all of said numbered lots and which shall be binding upon each such person, firm, or corporation to whom or to which the said Declarant may hereafter convey any of said numbered lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, the said Declarant hereby declares that each of the aforementioned numbered lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set forth therein.

THE RESTRICTIVE AND PROTECTIVE COVENANTS
AND CONDITIONS ARE AS FOLLOWS:

1. Lot. The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned map. Provided, however,

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that the owner of all of a numbered parcel on said map may combine with such numbered parcel, parts or portions of another numbered parcel or parcels and the aggregate shall be considered as one "Lot" for the purposes of these restrictive and protective covenants and conditions.

2. Land Use and Building Type.

a. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. No mobile home may be erected or permitted to remain upon any Lot. A private garage, outbuildings as herein expressly permitted and an overhead story for servant's quarters not rented, leased or utilized for any remuneration, are permitted. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot. It is provided, however, that the Declarant, during the development stage, may maintain a dwelling for use as a model home to aid sales in the subdivision. After development has been completed, no such model home may be maintained in the subdivision.

b. No Lot in the subdivision shall be used as a means of public or private access to any property not contained within the boundaries of the subdivision without the express written, acknowledged and recorded approval of the Declarant.

c. The Declarant reserves the right, in its sole discretion, to convey lots, portions of lots, or other areas shown on the subdivision plat to a Homeowner's Association as common areas.

3. Architectural Review. The above described Lots are being developed by the Declarant for residential purposes. In view of the mutual and parallel interest of the Declarant and subsequent owners of the above described Lots to develop a harmonious community of homes, Declarant and any person, persons or entity to whom Declarant may hereafter assign such authority, shall have the right to approve or disapprove architectural plans for proposed construction and the location of improvements on each of the Lots. House plans, site and landscape plans must be submitted to and approved by the Declarant prior to the commencement of grading.

4. Dwelling Size.

a. Any one-story dwelling erected upon any Lot shall contain not less than 1,500 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages.

b. Any one and one-half story/two-story dwelling erected upon any Lot shall contain not less than 1,700 square feet, outside measurement, of enclosed floor heated area, exclusive of open porches and garages. Such dwelling shall contain not less than 950 square feet, outside measurement, of enclosed floor heated area on the ground floor, exclusive of open porches and garages.

5. Dwelling Quality and Roof Pitch Requirements. All dwellings and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. The exterior construction of any dwelling shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or of concrete blocks. No "shell home," as the term is generally understood at this time in this area, shall be erected or allowed to remain on any of said Lots. The outside surface of beams, walls and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said Lot. All dwellings must have attached or detached double carports or garages, to be constructed of materials identical to those used in construction of the dwelling itself. No metal storage shed or barn shall be located on any lot. Any storage shed or other outbuilding proposed to be located upon any Lot shall be subject to the approval of the Declarant as provided in Paragraph 3., above, the same shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot, and the exterior of any such outbuilding shall be finished with the same type and quality of materials as the dwelling located on said Lot. All buildings erected upon any lot shall have a minimum roof pitch of 5":12". All driveways must be paved with asphalt, concrete or brick pavers.

6. Landscaping Requirements. A minimum of 1½% of the cost of construction of any residence upon a Lot must be dedicated to non-grass landscape features and must be detailed in the landscape plan required under paragraph 3., above. No trees greater than 6" in diameter may be removed from a Lot without the prior consent of the Declarant.

7. Setback Lines. No building shall be erected or permitted to remain nearer to any street or Lot boundary line in said subdivision than is permissible under the building setback limitations contained in the applicable City of Lenoir Zoning ordinance in effect on the date of recordation of this instrument. Unless said zoning ordinance contains more restrictive setback provisions, all buildings erected on any Lot shall be at least 40 feet from the front property line, at least 30 feet from the rear property line, and at least 10 feet from the side property lines except on a corner lot where said buildings must be at least 20 feet from the side property line adjoining the street.

8. Easements.

a. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown and delineated on the recorded map of the subdivision referenced above. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company. To the extent that any portion of this paragraph shall conflict with any applicable city, county or state law, ordinance or regulation regarding the location, dimensions or maintenance of utility or drainage easements, said authority shall be controlling.

b. These Lots are now subject to, or may hereafter be subjected to, additional easements in favor of the North Carolina Department of Transportation and/or various companies providing electrical, telephone, natural gas, cable television and other utilities. Written easements in favor of such entities, when recorded subsequent to the recording of this Declaration, shall be as binding upon owners of Lots in this subdivision as if said easements had been recorded prior to this Declaration.

c. Sight and landscaping easements are reserved as more particularly shown and designated on the recorded map of the subdivision or as noted thereon. Excepting any areas which are reserved by the Declarant as a planting buffer, within said easement areas no fence, wall, hedge or other planting shall be permitted to remain at elevations between two feet and six feet above existing topography, the intent being to insure unencumbered and unobstructed vision at intersections of all streets.

9. Garbage and Refuse Disposal; Gas Containers. No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage or other waste shall be kept only in sanitary containers which are maintained in enclosed areas or screened from public view by landscape features. All incinerators, containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. All gas bottles or similar containers must be screened from public view by landscape features.

10. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or

become a nuisance or annoyance to the neighborhood. No truck or commercial vehicle in excess of three-quarter ton load capacity shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any Lot. No trailer, mobile home, camper or like recreational vehicle shall be permitted to remain upon any Lot unless it is located so as not to be visible from any street or road within the subdivision.

11. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

12. Signs. The Developer reserves the right to place a sign marking the entrance to the subdivision upon one of the Lots. Otherwise, no signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than five square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.

13. Livestock and Poultry. 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 providing they are not kept, bred or maintained for commercial purposes. Outdoor kennels constructed of chain-link fencing or other similar materials, enclosing not more than 200 square feet, outside measurement, are permissible for the housing and maintenance of dogs, cats or other household pets.

14. Electrical Distribution Contract. The Declarant reserves the right to subject the real property in this subdivision to a contract with Duke Power Company for the installation of electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Duke Power by the owner of each Lot.

15. Fences. The construction of a fence on any portion of a Lot shall be subject to the prior approval of the Declarant who reserves the right to approve or disapprove the design or materials proposed for use in the construction of the fence. No fence shall be erected so as to extend nearer to the front boundary line of the Lot than the front wall of the residence constructed on said Lot. No portion of any fence erected on a Lot shall be more than four (4) feet high above the ground. Fences shall not be constructed of chain link or other similar material.

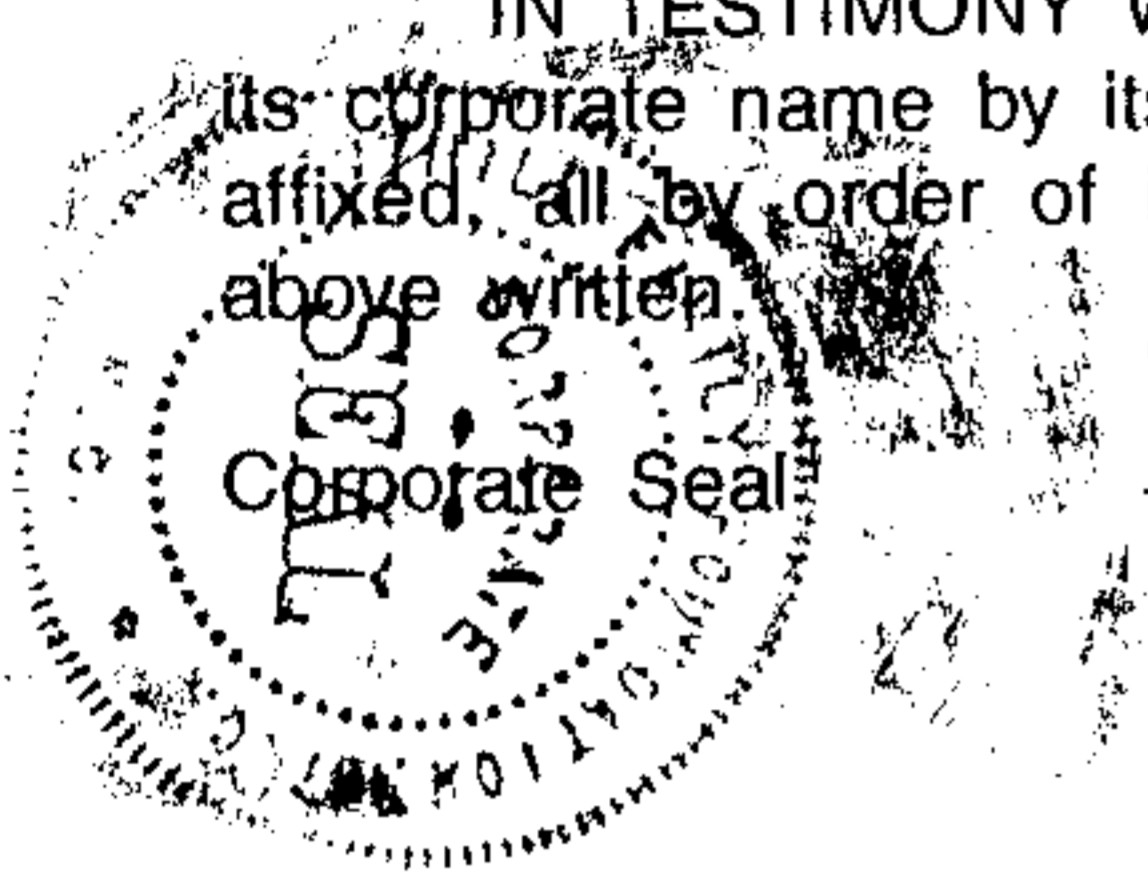
16. Time. These covenants are to run with the land and shall be binding on all persons acquiring title to any of the aforementioned Lots up to and including the 1st day of June, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a written instrument executed by a majority of the then-owners of the said Lots, and duly recorded in the Office of the Register of Deeds of Catawba County within three months of any anniversary date of any such automatic renewal,

it is agreed to change said covenants in whole or in part.

17. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Injunction shall not issue to compel the removal of or moving of any completed residence for violation of side setback or front setback restrictions, the sole remedy of any offended person being a suit for damages. All legal expenses and court costs incurred for the enforcement of any of these covenants shall be the responsibility of the Lot owner found to be in violation thereof.

18. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be affixed, all by order of its Board of Directors first duly given, this the day and year first above written.



BROYHILL FAMILY FOUNDATION, INC.

By: M. Hunt Broyhill
President

Attest:

Lee E. Pritchard
Asst Secretary

NORTH CAROLINA
CALDWELL COUNTY

I, Melinda Horton, a Notary Public, do hereby certify that Lee Pritchard personally appeared before me this day and acknowledged that 5 he is Secretary of BROYHILL FAMILY FOUNDATION, INC., a North Carolina Corporation, 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 Melinda Horton herself as its Secretary.

Witness my hand and notary seal, this the 14th day of June, 1996.



Melinda Horton
Notary Public
My Commission Expires: 4/2/2000

STATE OF NORTH CAROLINA
CALDWELL COUNTY

The foregoing certificate of Melinda Horton, a Notary Public of Alexander County, North Carolina, is certified to be correct. Filed this 27th day of August, 1996, at 4:08 P.M. and duly recorded in Book 1170, Page 1657.

Lois Greene By: Sony J. Starnes
REGISTER OF DEEDS

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