

STATE OF NORTH CAROLINA  
COUNTY OF IREDELL

## DECLARATION OF PROTECTIVE COVENANTS CAIN ROAD ESTATES PHASE IV

KNOW ALL MEN BY THESE PRESENTS, that Clyde Hall Enterprises, Inc., the owner of the below listed real property, does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the below described property and does herewith submit said real property to the below listed restrictions:

BEING all of Lots 33 through 45 of Cain Road Estates Subdivision Phase IV thereof recorded in Map Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Iredell County Public Registry.

1. These protective covenants and restrictions are made (1) for the purpose of insuring the best use and most appropriate development and improvements of property and each building site in the subdivision; (2) to protect the owners of the building sites against such improper use or surrounding building sites as will depreciate the value of the property of each; (3) to preserve, so far as practicable, the natural beauty of said property; (4) to guard against the erection thereof of poorly(designed or proportioned structures, and structures built of improper or unsuitable materials; (5) to insure the highest and best development of said property; (6) to encourage and secure the erection of attractive homes thereof, with appropriate locations thereof on building sites; (7) to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and (8) in general, to provide adequately for a high type and quality of improvements made by the purchaser of building sites therein.
2. Each lot herein described shall constitute a residential building site or lot (hereinafter called "lot") and shall be used for residential purposes only. The lay of the lots as shown on the recorded plat shall be substantially adhered to, provided however, with prior written approval of Clyde Hall Enterprises, Inc. (or its heirs and/or assigns).
3. No buildings, structures, fences or outside buildings shall be erected or altered on any building site unless the building plans have been approved in writing as to conformity and harmony of external design and external materials by an Architectural Committee herein called ("the Architectural Committee") composed of Clyde Hall Enterprises, Inc. Members of such Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.
4. No public garage or commercial type building, store, beauty shop or other enterprise shall be constructed or operated within any building located on said lot.
5. No dwelling house or any part hereof shall be used as a commercial type building (one exception) Clyde Hall Enterprises Inc. shall have the right to maintain a sales office on one lot to sell homes and lots.

6. No owner of said lot shall place, keep or maintain on said lot any junk automobile, scrap metal, wood, trash or debris for more than thirty (30) days without removing the same and all owners shall keep the lot reasonably free of weeds and general unsightliness.
7. All homes shall be erected on a permanent foundation with some presentable type of block, brick or other masonry material forming the perimeter curtain wall in accordance with Iredell County Subdivision requirements. No exposed concrete block shall be allowed.
8. Only modular homes, manufactured homes or stick built home having a living area of not less than 1000 square feet shall be erected on said lots. Such homes shall have at least 5/12 pitched roofing system which creates a minimum of six-inch overhang and shall have heavy exterior siding which may consist of vinyl, aluminum, brick, wood, or horizontal or vertical hardboard lab, but each exterior material must have a stain, painted or preservative finish. The electrical service servicing the property shall be installed directly to the residence.
9. No metal roof shall be permitted on said homes or any storage building located on any lot. All storage buildings shall be constructed of material identical or similar of which the residence is constructed.
10. No single sectional mobile homes shall be permitted on said lots, however double sectional mobile homes shall be allowed meeting all other requirements of these restrictions.
11. No structure of a temporary character, single sectional mobile home, trailer, tent, shack or barn or other out building shall be used on any lot at any time as a residence, whether temporarily or permanently. Nothing contained herein shall be construed to prohibit modular homes or manufactured homes on said property, provided the conditions set forth herein for construction are complied with.
12. No horse, cow, hog, goat, sheep or similar animal shall be kept or maintained on said property nor any portion thereof, nor shall any chicken or chicken yard or ducks or other poultry be kept and maintained thereon, provided, however, this restriction shall not apply to domestic pets such as cats or dogs, provided further, that no household pet shall be kept outside of the residence. Any such household pets must be kept indoors and when said pets are periodically brought outdoors in said subdivision, said pets must at all times be kept on a leash. Under no circumstances are any pets to be kept or remain outdoors unless said pets are with said owner.
13. No truck or tractor trailers, cars, boats, trailers, or other mobile units shall be allowed to park on the street right-of-way of any public thoroughfare or access casement in the subdivision.
14. All satellite dishes must be placed to the rear of the home.

15. The Grantor (for itself, its successors and assigns) reserves a right of way over, along and under the following portions of each lot:

(a) As shown on the recorded map(s) of the development.

(b) The front 35 feet and the rear 35 feet; and

(c) 15 feet adjoining each side line and 25 feet adjoining a side street.

These rights for way are for the installation of poles, lines, conduits, pipes, drainage and any other equipment and facilities necessary or useful for furnishing utility service to the development (now, formerly or hereafter owned by the Grantor or its successors) adjacent thereto or in proximity thereof. All utilities, including without limitation, cable television which traverse the property in any direction, under, over or across or through any lot shall be located only within the easement area described above. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Grantor; provided, however, local service from utilities within easement areas to dwellings constructed upon any such lots may be established without first obtaining separate consents therefore from the Grantor.

No structures, including walls, fences or plantings shall be erected or grown on any part of the development which will inter/ere with the rights and use of any and all of the easements or rights of way herein reserved by the Grantor and must be approved by Clyde Hall Enterprises, Inc.

16. The complete working drawings and specifications of materials for any and all garages, fencing, outbuildings, residence additions, enlargement or alterations shall be submitted to Grantor for approval in writing before the commencement or aforesaid improvements. Any such home additions and/or real property additions, if allowed, shall be completed within 90 days of commencement. If not completed, the Grantor reserves the right to enter the property and complete the addition in accordance with the approved plans and specifications at lot owner's expense. Such improvements are not to be considered complete until Grantor has made final inspection of the improvements and has approved the completion in writing.

17. The riding of mini-bikes or go-carts or driving of vehicles with loud mufflers is not permitted within the development.

18. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period ending December 31, 2015. After this date, said restrictions shall automatically renew themselves for periods of ten (10) years unless a majority of the lot owners in said subdivision shall vote to amend, revise, or rescind said restrictions.

19. It is the intention of the Grantor to impose substantially similar restrictive covenants on certain adjacent property owned by the Grantor; however, the Grantor specifically disclaims any obligation to impose similar restrictions on all of its

remaining property in the general area of the property conveyed and no such obligation is implied by the recording of these *restrictive* covenants.

20. Enforcement of the aforesaid covenants shall be by proceedings at law or equity against any person or persons violating or attempting to violate the said covenants.

21. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.

22. At no time shall any lot in said subdivision be used as a means or ingress, egress, and regress to any other lot in said subdivision.

23. Clyde Hall Enterprises, Inc. reserves the right to amend or revise these restrictions for so long a period as Clyde Hall Enterprises, Inc. owns majority of the lots in Cain Road Estates, Section IV

In recognition of the mutual benefit of the above provisions to the subdivision and to the owners of lots therein, a purchaser of a lot or lots in the subdivision, his successors in interest and assigns, by accepting the conveyance of property located therein and subject to these protective covenants, evidence his consent and agreement to the above provisions concerning modification and amendment and to any such modification or amendment made pursuant to the above procedure.

IN WITNESS WHEREOF, the said Clyde Hall Enterprises has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_.

CLYDE HALL ENTERPRISES, INC.

BY: \_\_\_\_\_  
Clyde R. Hall, President

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that Clyde R. Hall personally came before me this day and acknowledge that he is President of Clyde Hall Enterprises, 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. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

DOCUMENT COVER SHEET

Document Title(s) or transactions contained therein):
Grantor/Trustor/Mortgagor(s)
Additional names on page _____ of document.
Grantee/Trustee/Mortgagee(s)
Additional names on page _____ of document.
Legal Description: 1. Country 2. Township: 3. Lot Number/or Acreage: 4. Subdivision Name: 5. Additional names on page _____ of document.
Assessor's Property Tax Parcel/Account Numbers(s)
Document Prepared By:
Return Original Document To: