

NORTH CAROLINA)
)
IREDELL COUNTY)

BOOK 333 PAGE 916

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT C & M COLLECTION AGENCY, INC., a North Carolina corporation with its principal office and place of business in Statesville, Iredell County, North Carolina, and B. A. DANIELS and wife, TERRY H. DANIELS, of Iredell County, North Carolina, are the owners of that subdivision known as SPRING SHORE located in Fallstown Township, Iredell County, North Carolina, and being all the remaining lots in the Spring Shore Development owned by the parties hereto, said development being platted, planned and recorded in Plat Book 11 pages 3, 3A & 3B, Iredell County Registry; and

WHEREAS, the said owners, in order to properly develop said property, desire to restrict the remaining lots in said development from and after the filing of this instrument for registration in the office of the Register of Deeds of Iredell County, North Carolina, for the full and mutual protection of the owners and the owners of all lots in said development which are purchased after the registration of this instrument;

NOW, THEREFORE, the above named owners of the property referred to herein do hereby covenant and agree with all persons, firms or corporations hereafter acquiring any of the property hereinabove described from the sale of said lots and the use of the same are hereby made subject to the following restrictions:

1. Said property shall be restricted for residential use only for a period of twenty-five (25) years from the date herein.
2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in this subdivision, except household pets which shall be restricted to two, provided they are not kept, bred or maintained for any commercial purpose.
3. There shall be no unsightly outbuildings placed or erected on said property, nor shall there be any mobile homes or buildings of a temporary nature placed on said lots.
4. There shall be no junked, wrecked or inoperable automobiles located on said property, and no lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and no accumulation of trash or garbage shall be permitted on any lot, but same shall be kept in a suitable container, and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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5. No dwelling shall be erected on said property with less than a minimum of 1200 square feet for a single family one story dwelling, nor less than a minimum of 1600 square feet for a multi-level home. All residences are to be in general keeping with nearby houses located in the general area of the one to be constructed.

6. No obnoxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change of such covenants in whole or in part.

8. Enforcement shall be by proceeding at law or in equity by the grantors or either of them or by any property owner against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages or both.

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

IN WITNESS WHEREOF, the said C & M COLLECTION AGENCY, INC., has caused this instrument to be signed in its corporate name, and its corporate seal affixed hereto, all by authority duly given, and the said B. A. Daniels and wife, Terry H. Daniels, have each hereunto set their hands and seals, all the 27th day July, 1976.

C & M COLLECTION AGENCY, INC.

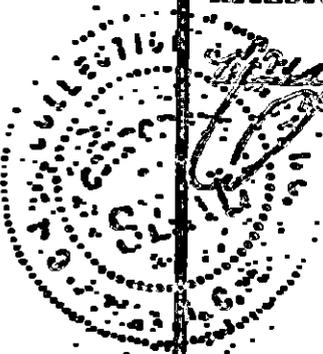
ATTEST:

BY: *Bernard Daniels*
President

Joseph J. ...
Assistant Secretary

B. A. Daniels (SEAL)
B. A. Daniels

Terry H. Daniels (SEAL)
Terry H. Daniels



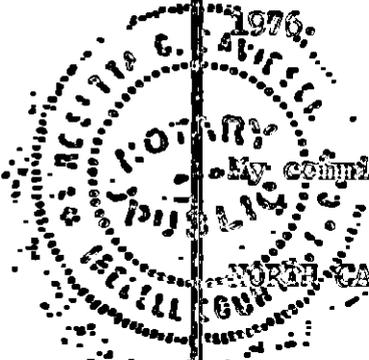
NORTH CAROLINA - IREDELL COUNTY

I, Rosetta L. Davidson, a Notary Public in and for the State and County aforesaid, certify that B. A. DANIELS and wife, TERRY H. DANIELS, each personally appeared before me this day and duly acknowledged the execution by them of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 27th day of July, 1976.

Rosetta L. Davidson
Notary Public

My commission expires: 9-25-79.



NORTH CAROLINA - IREDELL COUNTY

I, Rosetta L. Davidson, a Notary Public in and for the State and County aforesaid, certify that Margaret M. Penikvar personally came before me this day and acknowledged that she is the Assistant Secretary of C & H COLLECTION AGENCY, INC., a 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 herself as its Assistant Secretary.

WITNESS my hand and Notarial Seal, this the 27th day of July, 1976.

Rosetta L. Davidson
Notary Public

My commission expires: 9-25-79.



NORTH CAROLINA - IREDELL COUNTY

The foregoing certificates of Rosetta L. Davidson, Notary Public of Irredell County, North Carolina, are certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Irredell County, North Carolina, in Book 593 page 916.

This the 3 day of Sept., 1976, at 5:20 o'clock P. M.

L. L. Yarbitt
Register of Deeds

BY: Urbahel W. Blankenship
Deputy Register of Deeds
P. M.