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This instrument prepared by
George Leo Jenkins, Attorney at Law

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

COVENANTS, CONDITIONS, AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Fred Harper and wife, Leah B. Harper, do hereby covenant, contract, and agree with all persons, firms, or corporations hereafter acquiring any of the lots numbered 12, 13, 14, 15, 16, and 17 in Block A; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, and 18 in Block B; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 in Block C; 1, 2, 3, and 4 in Block D; and 1, 2, 3, 4, and 5 in Block E, as shown upon a map entitled "SHAMROCK VILLAGE, PROPOSED DEVELOPMENT PLAN, PROPERTY OF FRED HARPER" dated December 18, 1972, prepared by Linwood E. Stroud, P.E., that said lots shall be, and they are hereby, subjected to the following covenants, conditions, and restrictions as to the use thereof running with the lands by whomsoever owned, to wit:

1. Said lots shall be known, described, and used exclusively as residential lots, and no structure shall be erected on said residential lots other than one detached, single family dwelling, nor to exceed two stories in height, and one or two car garage, which may include servants quarters. No business establishment of any kind shall be erected or permitted on any lot listed hereinabove. Said dwelling shall be used exclusively for residential purposes and no business or commercial activity shall be conducted on said premises.
2. No building shall erected on said residential lots nearer than 35 feet to the front lot line, except that on corner lots there shall be a minimum of 20 feet set back from the side street. No building shall be erected nearer than 10 feet to one of the side lot lines and 10 feet to the other side lot line. This covenant shall also apply to garages or carports attached to the dwelling. The restrictions shall not apply to a detached garage located in the rear one-third of the lot. No garage shall be erected nearer the street line than the front dwelling line of the lot.
3. No dwelling shall be erected on any of said lots having a floor area of less than 1,200 square feet, not including porches, breezeways or attached garages. All dwellings and out-buildings erected upon any lot shall be constructed of material of good grade, quality, and appearance, and all construction shall be performed in a good, workmanlike manner, and shall be completed and finished when constructed.
4. No noxious or offensive trade shall be carried on upon said lots, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No animals shall be kept on the premises, except household pets, e.g. domestic cats and domestic dogs. It is expressly stated that no horses, cows, chickens, swine, other livestock or hunting dogs may be kept on said lots. All lot owners shall be required to keep their respective lots free and clear of rubbish and debris.
5. No trailer, mobile home, basement, or tent, shack, garage, barn or other outbuilding erected on said lots shall at any time be used as a residence, either permanently or temporarily, nor shall any residence of a temporary nature be permitted. Further, no manufactured home, modular home, "double wide home" or other mobile home shall be placed on said lots and converted to real property.
6. Architectural and building plans for all homes on the lots listed hereinabove shall be submitted to and approved by Fred Harper and wife, Leah B. Harper, or their assigns. No structure of any kind, the plan, elevations, and specifications for which have not received the written approval of said committee and which does not fully comply with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot.
7. No stripped, partially wrecked or junked trailers or motor vehicles, or parts thereof, shall be permitted to be parked or kept on any lot. All motor vehicles of any type kept on any lot shall have current North Carolina registration and inspection certificates.
8. No sign, billboard or other advertising structure of any kind may be erected or

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maintained upon any lot except a "For Sale" sign; provided, however, the construction identification signs showing the name of the builder may be exhibited upon a lot during the period of construction.

9. All dwelling connections for utilities, including, but not limited to, water, electricity, gas, telephone, and television shall run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

10. No lot shall be re-subdivided without the written consent of Fred Harper and wife, Leah B. Harper, or their heirs, successors, or assigns.

11. No exterior antennae or towers for use in broadcasting or receiving citizens band, amateur radio, or other wireless broadcasts shall be permitted on any lot. Further, no satellite dish or other satellite signal receiving apparatus having an overall diameter in excess of 24 inches shall be placed or maintained on any lot.

The foregoing covenants are to run with the lands and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from September 28, 1994, after which time said covenants shall be automatically extended for successive periods of five (5) years each, unless an instrument signed by a majority in number of the then owners of the lots has been executed and recorded agreeing to change, modify, or rescind said covenants in whole or in part.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

The invalidation of any one of these covenants by judgment or court order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said Fred Harper and wife, Leah B. Harper, have hereunto set their hands and affixed their seals, this 28 day of September, 1994.

Fred Harper (SEAL)
Fred Harper

Leah B. Harper (SEAL)
Leah B. Harper

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I, a Notary Public in and for the State and County aforesaid, do hereby certify that Fred Harper and wife, Leah B. Harper, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and official stamp or seal, this 28 day of September, 1994.



Denise H. Falkowski
Notary Public

My commission expires:

3-14-98

NORTH CAROLINA: Lenoir County
The foregoing certificate of *Denise H. Falkowski*, P. of *Lenoir Co*

are certified to be correct.
Filed for registration at *2:15* o'clock *P* M (this *30* day of *September* 1994)

Kelly Lee Hunt
Clerk of Superior Court, Register of Deeds