

BOOK 1424
PAGES 1182 - 1185

Hamby
STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

Caldwell County, NC
Recorded 12/20/2002 03:41:42pm
No 9999-00055265 1 of 4 pages
Lois Greene, Register of Deeds

THIS DECLARATION OF RESTRICTIVE COVENANTS, MADE THIS THE 20th
DAY OF DECEMBER, 2002, by HARBORSIDE, LLC, the owner of that certain
real property lying and being in Lovelady Township, Caldwell County, North
Carolina, as more fully described in subdivision plat recorded in
Plat Book 20 at Page 206, Caldwell County Registry, said subdivision also
known as BROADWATER LANDING, Phase 2, Section 1.

WITNESSETH:

The undersigned, for themselves, their heirs, personal representatives,
successors and assigns, hereby covenant with all persons, firms and
corporations hereafter acquiring any lot or lots shown in said subdivision plat,
that all the lots in said subdivision shall be subject to the following protective
covenants, to wit:

1. All lots shall be used for residential purposes exclusively and no business or occupation of any type or kind shall be conducted on or from any lot.
2. No lot shown on the plat hereinabove referred to shall be divided into more than one building site or lot except by the owners herein.
3. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, an a private garage for not more than three cars.

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4. Lakefront Lots: No residential building having less than 1700 square feet of heated area for 1 story, 1900 square feet of heated area for 1 ½ story and 2100 square feet of heated for 2 story.

Interior Lots: 1500 square feet of heated area for 1 story, 1700 square feet of heated area for 1 ½ story and 1900 square feet heated area for 2 story.

Exterior construction of exposed blocks shall not be permitted on any building in said subdivision. No out buildings or utility buildings shall be erected on any lot, except that there shall be one 10 foot by 12 foot utility building, constructed of the same materials as the primary dwelling and the same color as the dwelling allowed to be located on the rear portion of the property.

5. No signs, billboards, or advertisements of any nature may be posted on any portion of any lot, except that "For Sale" or "For Rent" signs of a size not to exceed five square feet may be posted when necessary.
6. No animals shall be kept on any lot in said subdivision except domestic animals kept and raised as pets. No more than two dogs and two cats shall be allowed on any lot. No livestock, beehives, hunting dogs, or any other animals or things which may be a nuisance to others shall be kept on any lot. No kennels or commercial raising of dogs or cats allowed.
7. No lot owner shall allow an outside road to cross said lot in order to enter the street as laid out in the plat of the subdivision of BROADWATER LANDING.
8. No trailer, mobile home, modular home, tent, or temporary structure is to be used as a residence or is to be allowed to remain on said lot.
9. All homes constructed on these lots or tracts of land shall be constructed principally of brick, stone, wood, aluminum, vinyl, or like siding.
10. No lot shall be used or maintained as a dumping ground and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. No debris such as abandoned vehicles, household goods or building materials shall be allowed to accumulate on any of the lots in the subdivision.
11. The minimum dwelling setback from property lines shall be (a) front, 15 feet; (b) side, 8 feet; (c) back, 25 feet. Deck can encroach 12 feet on rear setback. No encroachment allowed on the 50-foot setback from lake.

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12. All driveways to be finished with concrete or asphalt upon completion of house.
13. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded.
14. No masonry permanent fixtures on right of way including mail boxes or permanent entry walls.
15. Property owners shall be responsible for their water and sewer systems on their property to the town's connections/taps at the street.

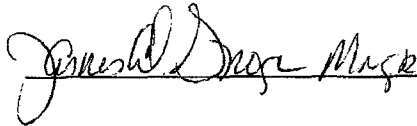
IN WITNESS WHEREOF, the owners herein have set their hands and seals on the date first above written.

OSCAR O. VASQUEZ
MANAGER



Oscar O. Vasquez

JAMES D. GROGAN
MANAGER



James D. Grogan

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

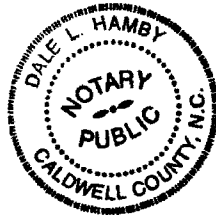
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I, Dale L. Hamby, a Notary Public of said County and State do hereby certify that Oscar O. Vasquez and James D. Grogan, being the managers of Harborside, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 20th day of December, 2002.

D. L. Hamby
Notary Public

My Commission Expires 8/8/2005



NORTH CAROLINA
CALDWELL COUNTY

THE CERTIFICATE OF:
Dale L Hamby
A NIP
IS CERTIFIED TO BE CORRECT.

LOIS GREENE, REGISTER OF DEEDS
BY: Lois Greene