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 FILED
 RUTH HACKETT

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 REGISTERED IN THE OFFICE OF DEEDS
 CATAWBA CO., N. C.

FOR CATAWBA SHORES SUBDIVISION

THIS DECLARATION, made and entered into this 13 day of August, 1997 by Shuford Development, Inc., a North Carolina corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate in Clines Township, County of Catawba, State of North Carolina, which is shown on the plat of "Catawba Shores Subdivision - Section I" recorded in Plat Book 43 at Page 10 in the office of the Register of Deeds of Catawba County, North Carolina, which property is incorporated herein by reference;

NOW, THEREFORE, Declarant, for itself and its successors and assigns, hereby declares that all of the real property described in Plat Book 43 at Page 10, Catawba County Registry, incorporated herein by reference, shall be held, sold and conveyed subject to the covenants, conditions, limitations and restrictions hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall be appurtenant to and shall run with, the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and be enforceable against all future owners of lots in "Catawba Shores" ("the subdivision").

1. The property herein conveyed shall be used for residential purposes only. Only one residence may be erected or maintained on any part or portion thereof, and the property shall not be divided or conveyed into separate parcels to defeat this restriction.
2. No residence shall be erected or allowed to remain on said lot within forty feet of the street abutting the said lot on the side toward which the residence shall face nor within twenty feet of the side lines of said lot.
3. No apartment house shall be erected or allowed to remain on said lot hereby conveyed. By "Apartment House" is meant any building designed to house more than one family.
4. No part of any fence exceeding two feet in height shall be nearer the front of the property than fifty feet. No metal or chain link fence shall surround the property.
5. No residence erected on the property shall contain less than 3,000 heated square feet of floor space exclusive of unenclosed porch areas or porches enclosed only with wire screening, and also exclusive of attic, garret, garage and carport areas and unimproved portions of basement or cellar areas.
6. No residence erected on the property shall have exposed cement block or cinder block construction. Each residence may have a customary accessory building or buildings of the same type of construction as the residence located on the same lot.
7. No trade or business and no noxious or offensive activity shall be carried on upon any lot in the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No livestock or poultry or other animals except household pets may be kept on any lot in the subdivision. Dog runs or kennels are to be placed at the back of the house.
8. No signs or sign boards of any description shall be displayed on the property, with the exception of "For Rent" or "For Sale" signs which shall not exceed two by three feet in size.

9. Grass and weeds in individual lots are to be kept down to prevent an unsightly condition, this being an obligation of the individual owner and shall be done at his expense.

10. No lot shall be used or maintained as a dumping ground for rubbish or as a storage area for junk automobiles. All trash, garbage, or other waste shall be kept in sanitary containers, which are either underground or which are stored out of view from the street.

11. All storage tanks shall be underground or surrounded by an enclosure at least one foot higher than the installed storage tanks.

12. No structure of a temporary character, trailer, camper, unfinished basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

13. Satellite dishes shall be allowed until cable becomes available, but must be placed in an inconspicuous location.

14. These restrictions shall remain in force and effect until January 1, 2020, at which time they will automatically renew themselves for ten-year terms unless a majority of the then owners of the lots in this subdivision decide by a majority vote to amend or terminate these restrictions. An amendment or termination on a date other than an anniversary date shall require approval of all owners of lots within the subdivision.

15. If any owner of any lot in the subdivision shall violate or attempt to violate any of the applicable covenants, conditions, limitations, or restrictions, it shall be lawful for any other person or persons owning any other lot in the subdivision to prosecute at law or in equity the person or persons violating or attempting to violate the same in order to prevent said person or persons from so doing, or to recover damages from such violations.

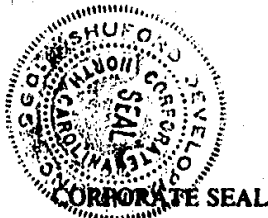
16. Invalidation of any one of these covenants by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Shuford Development, Inc. has caused this instrument to be executed the day and year first above written.

Shuford Development, Inc.

By:

President



ATTEST:

Jerry R. McArthur

Secretary

STATE OF NORTH CAROLINA

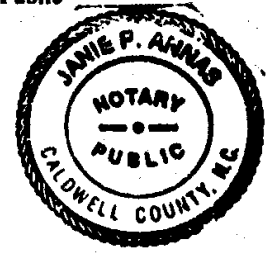
COUNTY OF Caldwell

I, Janie P. Annas, a Notary Public for said County and State, certify that Jerry R. McEwen personally came before me this day and acknowledged that he is Secretary of Shuford Development, 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 himself as its Secretary.

Witness my hand and official seal, this the 13th day of August, 1997.

Janie P. Annas
Notary Public

My commission expires: 1/10/02



NORTH CAROLINA - CATAWBA COUNTY

The foregoing certificate of Janie P. Annas, Notary Public of Caldwell County, North Carolina is certified to be correct. Presented for registration this 13th day of August, 1997 at 3:10 P.M. and recorded in Book 2043 at Page 624.

Ruth Mackie
Ruth Mackie, Register of Deeds
BY: Rita Beaver
ASSISTANT

(Large diagonal watermark text: '2043')