

Prepared by: Jerry A. Campbell, Attorney, Taylorsville, NC

NORTH CAROLINA

ALEXANDER COUNTY

BOOK 371 PAGE 0460

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE
CHESTERFIELD ACRES SUBDIVISION**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this the 1st day of November, 1995, by HERMAN D. SHOOK, MARVIN J. SHOOK, and J. E. HEFNER, who are all of the owners of the CHESTERFIELD ACRES SUBDIVISION, the plat of which is recorded in Plat Book 5 on Page 191 in the Alexander County Registry, the property having been conveyed to them by deeds recorded in Book 350 on Page 300 and in Book 367 on Page 1337 in said Registry. The owners of said Subdivision desire to make all of the lots in said Subdivision subject to certain covenants and restrictions as to the use thereof.

These covenants, conditions, limitations, and restrictions shall apply to all of the lots in the CHESTERFIELD ACRES SUBDIVISION shown in Plat Book 5 on Page 191 in the Alexander County Registry and shall remain in full force and effect and shall run with the land and shall be binding on all parties and persons claiming title to said lots located in said Subdivision, for a period of twenty-five (25) years from this date, after which time said covenants, conditions, limitation, and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed and recorded by those persons then owning a majority of said lots agreeing to change said covenants, conditions, limitations, and restrictions in whole or in part. The covenants, conditions, limitations, and restrictions of the CHESTERFIELD ACRES SUBDIVISION shall be as follows:

- (1) All lots shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling and permitted accessory buildings such as garage and storage building.
- (2) No lot shall be subdivided so as to create an additional building lot.
- (3) No mobile homes (single or double-wide), house trailers, shell homes, modular homes, tents, or shacks shall be permitted, placed or erected on any lot at any time. No basement or garage shall be used temporarily or permanently as a dwelling place. The home shall be constructed on the lot site.
- (4) No trade or business, and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No livestock, poultry, or animals, other than household pets, may be kept on any lot.
- (5) A single-story residence shall contain not less than 1,400 square feet of heated floor space. Bi-level, tri-level and split foyer homes must have at least 1,450 square feet of heated floor space; one-and-a-half story homes must have at least 1,550 square feet of heated floor space, and two-story homes must have at least 1,650 square feet of heated floor space. Heated floor space is exclusive of (i) enclosed or unenclosed breezeways; (ii) porches, including porches enclosed only by wire screening; (iii) attics; (iv) garages; (v) storage areas (whether heated or unheated) below the front street level entrance; and (vi) finished or unfinished basement areas below street level.

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- (6) 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 front of the lot by an enclosure at least 12" higher than the container or containers.
- (7) The exterior walls of all buildings constructed or located on any lot shall be of brick, stone, stucco, or painted or stained wood siding. Vinyl siding may be used for gables and trim. No cement block, cinder block or poured concrete walls shall appear above ground level, unless stuccoed with at least 1/8" thick coating material. No metal buildings or log houses whatsoever shall be permitted.
- (8) Any home or accessory building shall be constructed in accordance with the zoning ordinances of Alexander County and shall be constructed at least forty (40) feet from the front lot line bordering Chesterfield Drive and Terry's Lane, twenty (20) feet from the back lot line, and ten (10) feet from either side lot line.
- (9) No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than two (2) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (10) Grass and weeds are to be kept down on all lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense. Prior to commencement of and after construction, the owner shall be required to maintain that lot in such a manner that the undergrowth of grass remains less than 12" in height. The owner or general contractor of a residence, during construction, shall be required to maintain that lot in such a manner that the undergrowth of grass remains less than 12" in height. The owner or general contractor of a residence, during construction, shall be required to contain and remove in a timely manner all trash which could potentially be carried by wind to an adjacent lot. Following construction, the lot shall be landscaped and maintained in good appearance by trimming, mowing, and raking. Neglect of maintenance which results in unsightly appearance which may detract from the general appearance of the subdivision may be corrected by action of the Developers at the expense of the lot owner. Such entry upon the property for purposes of correcting the problems of neglect shall not be deemed as trespass.
- (11) All drives and walks shall be constructed from concrete, asphalt, flagstone, brick or other similar masonry material. Driveway pavement shall extend from the garage and parking area to the paved road frontage.
- (12) All mailboxes shall be located at the street, unless otherwise required by the United States Postal Service. These mailboxes shall be located in height and distance from the street in accordance with requirements of the United States Postal Service. The type, size, style and appearance of the mailbox shall be in harmony with and complimentary to the dwelling.
- (13) No tractors and/or trailers shall be allowed in the Chesterfield Acres Subdivision overnight or parked on the premises except for loading or unloading.
- (14) No lot nor any portion of a lot shall be used for a drive, street, roadway or access to land outside of the Chesterfield Acres Subdivision.

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- (15) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Enforcement shall be by proceedings at law or in equity by the grantors or by any subsequent property owners against any person or persons violating or attempting to violate any covenant or restriction herein either to restrain violations or to recover damages or both.
- (16) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said owners have hereunto set their hands and seals as of the date and year first above written.

FILED
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Benjamin W. Hines
REGISTER OF DEEDS
ALEXANDER COUNTY, NC

Herman D. Shook (Seal)
Herman D. Shook

Marvin J. Shook (Seal)
Marvin J. Shook

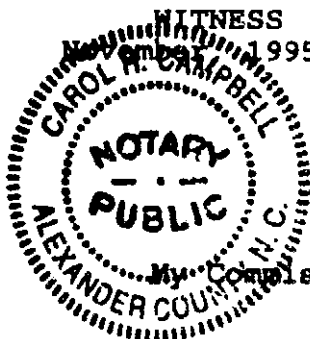
J. E. Hefner (Seal)
J. E. Hefner

NORTH CAROLINA

ALEXANDER COUNTY

I, the undersigned Notary Public for said County and State, do hereby certify that HERMAN D. SHOOK, MARVIN J. SHOOK, and J. E. HEFNER all personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 8th day of November, 1995.



Carol H. Campbell
Notary Public

My Commission Expires: 6/12/96

NORTH CAROLINA

ALEXANDER COUNTY

The foregoing certificate of Carol H. Campbell, a Notary Public for Alexander County, North Carolina, is certified to be correct. This instrument and this certificate are duly registered in the Office of the Register of Deeds of Alexander County, North Carolina, at the date and time and in the Book and Page shown on the first page hereof.

Benjamin W. Hines
Register of Deeds

[Signature]
Deputy Register of Deeds