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 Instr# 200400014451
 Gaston, NC
 Alice B. Brown Register of Deeds

BK 4070 PG 1083-1088

Drawn by and Return to James W. Stancil

**RESTRICTIVE COVENANTS
 FOR
 CREEKWALK SUBDIVISION
 PHASE 1**

KNOW ALL MEN BY THESE PRESENTS, that Rudisill Development, LLC, (herein known as the "Developer") does hereby covenant and agree to and with all persons, firms, partnerships, and corporations, hereafter acquiring any interest in or title to, any of the property shown and described on that certain map or plat of Creekwalk Subdivision, Phase 1, which map or plat is recorded in the Gaston County Public Registry in Plat Book 68 at Page 108, to which reference is hereby made, and is hereby subject to the following restrictions and restrictive covenants as to the use thereof, said covenants running with the property and land by whomsoever owned or to whomsoever conveyed, to wit:

1. No lot shall be use except for residential purposes. No residence shall be used for long term rental property. For the purposes of these restrictions, "long term rental" shall be defined as rental in excess of nine months.
2. No lot may be used to construct a road to access any property not contained in the original subdivision plat as being a lot or parcel of said subdivision.
3. Building set back lines shall be in compliance with that set back footage as shown on the recorded plat. All dwellings shall be aligned with the street as shown on the recorded plat in a manner parallel with the front street. On lots facing the cul-de-sac streets, the home shall be aligned by measuring an equal distance from the property line on each side of the lot. On lots with side streets dwellings shall be aligned with the intended front street shown on the recorded plat and cannot be placed on any corner in a diagonal manner.
4. No business may be operated or conducted from any lot. Business vehicles owned by a self-employed person, or operated by an employee of the vehicle owner must be parked either on the owner's lot in their driveway, garage, or at the rear of a residence. No vehicle of any nature may be parked on the street or the grassed portion of the street at

RECORDING FEE 29.00

any time or in the front or side yards of a residence at any time. Trailers, boat trailers, boats or campers may not be parked in the driveway, front yard or side yard of a residence at any time. Such vehicles or equipment must be parked either in the garage, or at the rear of a residence out of sight of the front street and no closer than 50 feet to any street.

5. No dwelling may be constructed on any lot with less than 1800 square feet of heated floor space. One and one-half and two story homes may not have less than 1000 square feet of heated living space on the first floor. One story homes with a basement must have 1700 square feet of heated living space on the first floor. Minimum roof pitches of a residence may not be less than 6 feet rise in 12 feet of distance. All residence roofs must have at least six (6) different and distinct roof lines. All residence roofs must be covered with 30 year warranty architectural shingles or better. All homes must be on site constructed. All homes, including foundations, steps (except deck steps) must be constructed entirely of brick. All outside walls of a residence must be fully enclosed and must have doors and windows in same. All homes must have an enclosed garage suitable for at least two cars. All garages must be side or rear entry. Garage doors shall be roll up type and must be vinyl or metal doors attached to the garage and are required for all dwellings including a basement garage.
6. Lot owners shall submit to the developer a complete set of house plans and specifications prior to the construction of a home. The developer must approve the house plans in writing before construction may begin. The developer will approve or deny house plans in writing within ten (10) days after the receipt of plans. After the developer has approved the house plans, the lot owner cannot change the plans without first seeking approval of the changes of said house plans from the developer. In the event developer is no longer available, or fails or refuses to act, an Architectural Review Committee shall be created by the vote of the lot owners. The Architectural Review Committee shall be made up of three members and shall assume the responsibility of the Developer as set out in these restrictions. There shall be one vote allotted to each lot.
7. All detached garages, utility buildings, or combinations thereof must be on site constructed on either a foundation or concrete pad, and must be of the same style appearance and structure as the dwelling. All materials of construction shall be those required in the construction of the residence as contained in Paragraph 5 above, as to materials, roof pitches, doors and windows. All such buildings must be fully enclosed and have doors with no open sheds.
8. Decks must be constructed of treated lumber or brick. Decks constructed of treated lumber must have lattice skirting applied from the floor level to the ground. Treated lumber decks may have treated lumber steps.
9. Accumulations of any type of junk, debris, or junked or wrecked autos and trucks, or unlicensed autos and trucks or any other items of an unattractive nature will not be allowed on any lot.

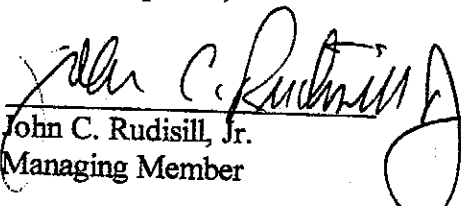
10. No structure of a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently. Such structures as a storage trailer, moveable storage building, or other storage facility may be used on a lot for period not to exceed 120 days during the construction of a residence or outbuilding to store tools and materials.
11. No mobile homes, doublewide homes, or modular homes may be used or constructed on any lot as a residence or as an outside building.
12. A residence may be constructed on a concrete pad as the primary floor of the residence. Concrete pads may be used as the floor of a basement, or the floor of an attached garage, or the floor of a detached outbuilding.
13. Driveways, driveway pads, and turn around pads and the parking areas on any lot shall be constructed of concrete. Driveways shall be at least 4 inches in thickness and shall be no less than 10 feet wide at the narrowest point. Driveway paving must be complete prior to the occupancy of a residence on any lot.
14. Lot owners shall at all times maintain attractive grass in their front, back and side yards. Lot owners shall cut grass, fertilize grass, plant and maintain grass in a neat manner in that area along the front and side streets of their lots up to the side of the curb along each portion of their lot. Lot owners shall keep trash and debris removed from the lots and along the road right of way for a neat appearance.
15. The same style mail box and/or paper box will be used consistently throughout the subdivision as indicated by developer.
16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. This includes excessive noise from radios, or any other devices creating excessive noise.
17. Chain link fences will not be allowed on any lot. A wood rail fence with inconspicuous wire placed inside the fence will be the only allowable wire fencing. This fence cannot be more than 4 feet in height and will only be allowed at the rear of a residence, beginning at the rear corner of a home. On lots with front and side streets, this fence cannot be any closer to the side street than 5 feet off the property line. In the event of an active sewer, water, gas, or power line down the side property line of a lot, then a fence may not be placed any closer than 12 ½ feet off the property line.
18. Television antenna dishes may not be located in the front yard of a residence. Television antenna dishes, television antennas, or radio antennas may not be located on the roof of a home, or the chimney of a home. Large television antenna dishes may not be placed on any lot. Small 18 inch television dishes may be located in the side yards or back yards at the rear of a home, or may be fastened to the wall of a home either at the rear of the home, or the side of a home within 4 feet of the rear of the home.

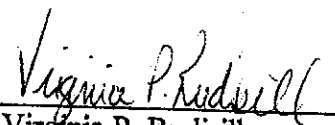
19. The developer has the right to inspect a dwelling, or utility building construction at any time during and after construction to verify that such construction is in accordance with the plans submitted, and to verify that proper square footage has been constructed, and that the proper materials of construction have been used.
20. Underground utilities will be required on all lots. Lot owners shall have one decorative light in the front yard or beside their driveway. Such light fixture may not exceed a height of 10 feet and must be neat in appearance. Said light may not have more than one single fixture at the top.
21. No unlicensed motorcycles, motor scooters, mopeds, mini-bikes, three wheelers, four wheelers, or go-carts may be ridden on the streets, sidewalks, and recreational areas or upon any lot of the subdivision.
22. Lot owners or builders are responsible to place sufficient sand and/or gravel on their lots during the construction of a residence or out building to prevent mud and debris from accumulating on curbs, sidewalks, and streets of the subdivision. Should mud and debris get on the streets, curbs, or the sidewalks due to negligence by the lot owner or their contractors, said lot owner will be required to clean the areas to the satisfaction of the developer, which may include pressure washing when necessary.
23. Lot owners are responsible for damage caused to the streets, curbs, and sidewalks by their contractors. Damage from unloading equipment, leaking oil or diesel fuel and gasoline will be repaired to the satisfaction of the developer. Necessary repairs may include replacement of sections of curbs, sidewalks, and sections of pavement.
24. Lot owners shall not allow their contractors to place materials or construction equipment on the street right of way at any time. Lot owners shall not allow their contractors to place equipment, materials, or trash on any lot except the lot on which a residence or outbuilding is being constructed. Any damage to adjacent lots will be corrected at the expense of the lot owner causing the damage. Lot owners are responsible to gather up any debris and trash thrown on or wind blown onto other lots during construction.
25. If any residence or other building is placed on more than one lot, then the combination of said lots shall be considered as one lot and subject to all restrictions as herein set forth. If a property owner owns two or more contiguous lots, then there shall be no reservation for drainage and utility easements along the common interior lot lines of said lots. The main building of any lot shall not be erected or allowed to remain facing in any direction except toward a street.
26. No horses, donkeys, mules, sheep, goats, chickens, ducks, raccoons, or domestic rabbits may be owned boarded, reared or raised on any lot. No dog, cat, or bird breeding facilities may be permitted on any lot. All dogs and cats must be confined on the owner's lot at all times unless said animal is on a leash.

27. No above ground pools are allowed on any lot.
28. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty 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 said covenants in whole or in part.
29. If the parties hereto, or any of them, or their heirs, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
30. 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.
31. Should any of these covenants be in violation of any governmental bodies, zoning or code enforcement, such single covenant shall be changed to reflect such legal order and shall have no affect on the remaining covenants not affected.
32. The developer reserves the right to amend these building and other restrictive covenants at any time for any purpose as long as said right to amend these building and restrictive covenants does not conflict with any governmental laws and zoning ordinances.
33. To assure the orderly development of the subdivision, the developer reserves the right to re-purchase at the original sales price, with interest not to exceed five (5%) per cent per year, any lot on which construction of a residence is not begun within two years of the date of purchase of the lot from the developer.
34. These restrictions may be modified or amended at any time upon the consent of 2/3 of the lot owners. There shall be one vote allotted for each lot, and in the event the restrictions are modified or amended, such amendment will be effected by recordation of an instrument with the Register of Deeds of Gaston County, North Carolina.

Rudisill Development, LLC

By:


John C. Rudisill, Jr.
Managing Member


Virginia P. Rudisill
Managing Member

NORTH CAROLINA
GASTON COUNTY

I, a notary public of the County and State aforesaid, certify that John C. Rudisill, Jr. and Virginia P. Rudisill personally appeared before me this day and acknowledged that they are the Managing Members of Rudisill Development, LLC and that they as Managing Members, being duly authorized to do so, executed the foregoing Restrictive Covenants on behalf of Rudisill Development, LLC. Witness my hand and official stamp this 13th day of October, 2004.



My Commission Expires: 5-13-06

Nancy D Marze
Notary Public

NORTH CAROLINA, GASTON COUNTY

The foregoing certificate(s) of Nancy D. Marze
Notary Public of Gaston County and _____

Notary Public of _____ is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 4000 Page 083 this 14th day of Oct 2004 at 9:48 o'clock AM.

ALICE B. BROWN REGISTER OF DEEDS BY Patricia D. Edwards
Assistant/Deputy