

NORTH CAROLINA,
GASTON COUNTY.

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that W. B. Wolfe and wife, Ruth M. Wolfe, of Gaston County, North Carolina, do hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any interest in or title to the lots shown on the plat of that subdivision known as "RUSTIC HILLS Map 1, Sections Nos. 1 and 2", said map being made by Trammell and Associates, Inc., Engineers and Land Surveyors, said plat being recorded in Plat Book 31 at Page 23 in the office of the Register of Deeds for Gaston County, North Carolina, as follows:

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five years from the date hereof, and after which time said covenants shall be extended for successive periods of ten (10) years, unless by vote of the then owners of the majority of said lots it is agreed to change said covenants in whole or in part.
2. All the lots in said subdivision shall be used for residential purposes only, and no structure shall be erected, or allowed to remain on any lot except one detached single family dwelling not exceeding two stories and an attic in height and a one or two car garage which may include quarters for domestic employees.
3. Said lots shall not be subdivided into lots having a frontage of less than eighty-five (85) feet each or an area of less than twelve thousand (12,000) square feet, and no residence shall be erected or allowed to remain on any lot having a frontage of less than eighty-five (85) feet or an area of less than twelve thousand (12,000) square feet.
4. No dwelling shall be erected or allowed to remain on said lots if the ground floor area of the main structure, exclusive of garages, porches and breezeways, is less than twelve hundred (1200) square feet in the case of a one story structure or less than nine hundred (900) square feet in the case of a one and one-half (1½) or two (2) story structure.
5. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition on each lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbors. There shall not be maintained any plants, poultry, animals (other than household pets) or device or anything of any sort the normal existence of which or activity concerning is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
7. In the event that the owner of any lot permits any underbrush, weed, etc. to grow upon any lot to a height of two (2) feet, except as a part of a landscaping plan (and on request fails to have the premises cut within sixty days), agents or employees of the owners may enter upon said lot or lots to remove the same at the expense of the owner; provided, however, that such expense shall not exceed one hundred (\$100.00) dollars annually. This provision shall not be construed as an obligation on the part of the owners to provide garbage or trash removal services.
8. No commercial signs including "for rent", "for sale", and other similar signs shall be erected or maintained on any lot except with the written consent of the owners, it being understood that they will not grant permission

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864-4878
AREA CODE 704

for said signs unless the erection is reasonable and necessary to avert a serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written consent of the owners.

9. Each lot owner shall provide receptacles for garbage in a screened area not visible from the road or provide underground garbage receptacles or similar facilities in accordance with reasonable standards established by the owners.

10. No building shall be located on any lot nearer than forty (40) feet to the front lot line, nor shall be nearer than fifteen (15) feet to any side street line, nor nearer than nine (9) feet to an interior lot line; and no building except a detached garage or other outbuilding located one hundred (100) feet or more from the front lot line shall be located nearer than five (5) feet to any side line.

11. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the owner shall have the right, whenever there is maintained on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property of the violating owner, to remove said structure, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

12. Nothing herein contained shall be held to impose these restrictions on any remaining property of the owners, it being the intention of the owners to restrict only the property described and identified above.

IN WITNESS WHEREOF, W. B. Wolfe and wife, Ruth M. Wolfe, have executed these covenants and restrictions this 27th day of August, 1975.

W. B. Wolfe (SEAL)
W. B. WOLFE

Ruth M. Wolfe (SEAL)
RUTH M. WOLFE

NORTH CAROLINA,
GASTON COUNTY.

I, Ruth S. Lowland Notary Public, do hereby certify that W. B. Wolfe and wife, Ruth M. Wolfe, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 27th day of August, 1975.

Ruth S. Lowland
Notary Public

My commission expires: 9-9-80

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GASTON COUNTY

The foregoing certificates of _____

Ruth S. Rowland, Notary Public of
Gaston County, N.C.

are certified to be correct. This instrument was presented for re-
gistration this 27th day of August, 1975, at 2:50

P.M., and duly recorded in the office of the Register of Deeds
of Gaston County, North Carolina, in Book 1168, Page 22.

This 27th day of August, 1975.

Gloria B. Muscard
REGISTER OF DEEDS

By: Jane B. Moore
ASSISTANT/DEPUTY