Doc ID: 012537880003 Type: CRP Kind: RESTRICTION Recorded: 04/30/2009 at 09:27:13 AM Fee Amt: \$20.00 Page 1 of 3 Iredell County, NC Brenda D. Bell Register of Deeds BK 2001 Pg 1831-1833

PROTECTIVE COVENANTS

For

Revision of Recombination of Lots 9 and 17 SADDLEGATE SUBDIVISION As recorded in Plat Book 56 Page 58

Prepared by:

Caromarvelous Land, LLC

After recording please return to:

Carolmarvelous Land, LLC 630 Signal Hill Drive Ext. Statesville, NC 28625

SADDLEGATE SUBDIVISION PROTECTIVE COVENANTS

Caromarvelous Land LLC, herein after referred to as "Declarant", hereby declares that the following described property as Revision of Recombination of Lots 9 & 17 Saddlegate Subdivision, as recorded in Map Book 56 , Page 58 , shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purposes of protecting the values and desirability of, and which shall run with, the land and each part thereof, and be binding on all parties having any right, title or interest in the land, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot Owner, and the respective heirs, successors and assigns of the Declarant and each Lot Owner.

Revision of Recombination of Lots 9 & 17 Saddlegate is situated in the State of North Carolina, County of Iredell, City of Harmony, being lot # 9.

RESIDENTIAL USE:

- 1. Each Lot shall be occupied and used exclusively for single-family, private residential, model homes, or farming.
- 2. Any dwelling constructed or placed on the premises shall be stick built or off frame modular and shall meet the following conditions:
 - a) One Story (ranch style) home shall contain at least 1,600 square feet of finished living area.
 - b) Two story home shall have at least 1800 square feet of finished living area.
 - c) All other style homes shall have at least 1,600 square feet of finished living area.
 - d) Living areas are exclusive of porches, breezeways, basements, and garages.
 - e) All dwellings must have at least a covered car port constructed of similar material and style as the dwelling.
 - f) Roof pitch of home and garage shall be at least 7/12 with a minimum overhang of 12" for all homes other than Cape Cod style which shall have a minimum overhang of 8".
 - g) All detached garages or buildings must be located in rear of the house.
- All materials used in the exterior construction of a dwelling shall be new building materials. All residents shall be constructed on a solid masonry foundation. No residence shall have an exposed foundation or exterior of cement block.
- 4. Driveways driveways may be gravel, but they must be well maintained and dust shall be controlled.
- 5. Signs No sign, excluding a typical real estate For Sale, builder identification, or other such signs, shall be erected or maintained On any lot.
- 6. No garage or unfinished single family dwelling, travel-trailer, single-wide including Singlewide and Doublewide Manufactured Homes, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
- Manufactured housing (Double wide or Singlewide) shall not be placed on the property for any reason. Travel trailers may be stored on the property only after a permanent residence is completed.
- 8. Construction of both the dwelling and garage must be completed within (12) twelve months of beginning construction of the dwelling; however there is no time limit to begin building.
- 9. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher than 1 1/2 feet).
- 10. No more than one dwelling may be constructed on any lot.
- 11. Fences No chain link fences allowed.
- 12. The buyer, his heirs and assigns, may not further subdivide any lot. Caromarvelous Land LLC reserves the right to amend and or subdivide any remaining unsold lots.

CONSTRUCTION PERMITS AND COMPLIANCE

- 1. Prior to any construction, each lot owner must obtain all applicable permits.
- Prior to any construction, all driveways shall have storm water culvert pipe installed in compliance with NC DOT standards.
- 3. Each lot owner is responsible for compliance with NC DOT regulations regarding driveways and public right-of-way.
- Each lot owner shall be responsible for the installation and maintenance of erosion and sediment control measures as required by all
 county or governmental agencies.

DRAINAGE

- 1. The owners of all building lots within the subdivision shall be required to maintain drainage easements, storm water drainage ways, streams, and ditches in such a manner as to not interfere or hinder the normal flow of water. Any disturbance or damage done to any drainage easement, storm water detention area, storm water drainage way, road ditch or the road right of way, caused by any owner of any building lot or their contractors, shall repair said drainage easement, storm water drainage way, road ditch or road right of way to its original condition, to the satisfaction of Caromarvelous Land LLC and the governmental engineer's office, or the owner of the lot will be held liable for any such damages.
- Caromarvelous Land LLC reserves the right to enter upon any lot to repair, maintain, or re-establish any drainage way within any drainage easement as dedicated, or referred to by the Drainage Statement on Saddlegate Subdivision plat.

ANIMALS

- 1. No domestic farm animals (including but not limited to swine, poultry, cattle, sheep, goats and llamas) are permitted. Horses are allowed (only after home is constructed), but shall be limited to one (1) per one (1) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors. No chain link fencing allowed. No chain link dog kennels allowed.
- 2. Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes. However, the keeping of family pets and the periodic sale of offspring is permitted. No pit bulldogs or chows allowed.

AUTOMOTIVE

1. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be stored on any lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

BUSINESS/TRADE

1. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.

EASEMENTS

- 1. Subject to utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a utility easement and or drainage easement, if needed, (at no monetary value or any other consideration) for any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development.
- Easements as shown on the recorded plat for each lot are reserved for utility installation, maintenance, and repair, and surface water drainage. Improvements made on such areas of easement by the owners(s) are at the risk of the property owners(s).

DURATION AND AMENDMENTS:

These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, and shall be automatically renewed for successive thirty-five (35) year periods.

- Caromarvelous Land LLC shall not be obligated to enforce these covenants.
- Any lot owner within Saddlegate Subdivision shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any one of the provisions hereof by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect. Caromarvelous Land LLC shall be not obligated to join or assist in any suit brought by any lot owner to enforce these restrictions.

These provisions supercede those both in printing and in writing in case of conflict. County and township regulations and ordinances, if more stringent, supersede these restrictions.

Buyer's Signature	Date	Buyer's Signature	Date
IN WITNESS WHEREOF, Declara	nt has duly executed the foreg	going as of theday of	April 2009. April 2009. CO. CO.
CAROMARVELOUS LAND, LLC			A King
By: Ted M. Benbow, Manager	la		WATER COLIMIT
STATE OF NOR TH CAROLINA,	COUNTY OF IREDELL		" Po

the undersigned Notary Public in and for said State and County, Certify that Ted M. Benbow personally appeared before me this day and aclade Hedge that he is the Manager of Caromarvelous Land, LLC, a North Carolina limited liability company, and that by authority duly giten and as the act of each entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notorial seal or stamp this 30 day of April 2009. y Commission COELL CO