

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

DECLARATION OF RESTRICTIVE COVENANTS*

This DECLARATION OF RESTRICTIVE COVENANTS is made and entered into by the owners of lots within Grimesdale Subdivision, located in Henderson County, North Carolina, who do hereby make the following declarations as to limitations, restrictions, and uses to which all of the lots in Grimesdale Subdivision, as recorded in various plats filed in the Henderson County, North Carolina, Public Registry, and shall be in addition to, but not limited by, the applicable zoning regulations and ordinances of Henderson County, North Carolina, for R-20 zoning:

The undersigned do hereby declare that the advantages flowing to their respective properties located in Grimesdale Subdivision from the covenants and restrictions hereinafter set out constitute good and valuable consideration for the execution of this instrument, and are intended for the benefit and protection of all persons who may hereafter become owners of any parcel of real estate in Grimesdale Subdivision.

NOW, FOR AND IN CONSIDERATION SET FORTH ABOVE, the undersigned owners do hereby make the following declarations as follows:

ONE: No more than one residence shall be built on any one lot. The ground floor area of the main residence structure, exclusive of garage, carport and unenclosed porches, shall have a minimum of 1200 square feet of living area; except a house that has more than one level shall have a minimum of 850 square feet on the main floor. The front structural wall of any residence shall be located no closer than 50 feet from the center of the street. No residence, garage or carport shall be built closer than 25 feet to any side or boundary line, unless the owner owns more than one contiguous lot. All residences erected on any lot in the subdivision shall be single-family dwellings only.

TWO: No structures of a temporary character may be used as either a temporary or permanent residence on any lot.

THREE: The entire subdivision shall be known and designated as residential. No manufacturing, commercial enterprise or enterprises of any kind for profit, except home occupations as permitted by the Henderson County Zoning Ordinance (as amended from time-to-time), shall be maintained upon any lot in the subdivision, nor shall any lot in any way be used for other than residential purposes (except as stated above). No lot nor any part thereof shall be used for the conduct of any noxious or offensive trade or other activity, nor be used or occupied in such a fashion as to injuriously affect the value of adjoining or adjacent premises for residential purposes. No billboard or signboard (except suitable sign for sale of site) shall be maintained on said site.

FOUR: No horse, cow, hog, goat, or similar animal shall be kept or maintained on any part of the subdivision said or any portion thereof, nor shall any chicken yard be maintained thereon. No animals shall be kept or maintained on said property or any portion thereof except domestic pets. Dogs shall be on a leash when off the dog owner's property in the subdivision.

FIVE: Easements five (5) feet in width are reserved along the rear and side lot lines for the installation and maintenance of telephone, electric, water and drainage facilities. No other easements, rights of way or rights of access shall be deeded, granted or in any way given to any person, firm or corporation through and over any lot in this subdivision, or no lot may be used for a street to adjoining land.

SIX: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, when not properly composted, and such shall not be kept except in sanitary containers; all equipment and containers used for the storage of such material shall be kept in a clean and sanitary condition.

SEVEN: Trucks, motorized recreational campers, travel trailers, boats and trailers for boats may be parked or stored on the lots covered by this Declaration, but only if they are parked or stored in an inconspicuous area of the lot. No trucks exceeding a total of four (4) wheels (except dual-wheeled pickup trucks), nor any industrial machinery, may be kept, housed or stored within the subdivision. Untagged or inoperable motor vehicles may not be kept, housed or stored within the subdivision, except within an enclosed garage.

EIGHT: These covenants and restrictions as created hereby are to run with the land and shall be binding on all parties to this instrument and all persons claiming under them for a period of ten (10) years of the recording of this instrument, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part.

NINE: It shall be lawful for the owner or owners of any lot or lots in the subdivision to institute and prosecute any proceedings, at law or in equity, against the person or persons violating or threatening to violate any of these restrictions and covenants set forth herein, in order to prevent a violation, further violation or threatened violation, or to recover damages for such violation.

TEN: It is specifically agreed by all parties to this Declaration that any matters or conditions which may exist at the time of the recording of this instrument, which may violate any of the restrictions set forth herein, shall be permitted to continue hereafter, provided that said matter or condition does not increase either as to size or use in the future, which increase in size or use would then become a violation of these restrictions.

ELEVEN: This Declaration shall take effect immediately upon recordation in Henderson County Registry, and shall thereafter be binding upon all of the undersigned, their heirs, successors and assigns.

TWELVE: The invalidation by any court of any restriction or restrictions in this instrument shall in no way affect any of the other restrictions, but the same shall remain in full force and effect.

THIRTEEN: These restrictions may be signed and recorded on the Henderson County Public Registry in one or more counterparts.

IN WITNESS WHEREOF, the undersigned owners of lots in Grimesdale Subdivision have hereunto set their hands and seals.

WITNESS:

OWNER:

_____ (SEAL)

_____ (SEAL)

* These covenants do not legally authorize or empower the Grimesdale Homes Association (as a group or through its officers) to enforce the restrictions. However, individual property owners within Grimesdale Subdivision may take legal action in certain situations. (See Paragraph Nine.) These restrictive covenants are community guidelines that mirror the Henderson County zoning laws. Residents can file a complaint with the Zoning Department, Code Enforcement Services, by calling (828) 697-4857 or visiting the website <https://www.hendersoncountync.gov/ces>.