

PREPARED BY AND MAIL TO: CHARLES A. REINHARDT, JR., ATTORNEY, P.O. Box 825, Durham, NC 27702

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NORTH CAROLINA  
PERSON COUNTY

PROTECTIVE AND RESTRICTIVE COVENANTS  
CEDAR LAUREL SUBDIVISION

This Declaration, made this the 27<sup>th</sup> day of October, 1983, by WILLIAM P. WHISMANT and wife JOAN F. WHISMANT (hereinafter Developer), who maintain their principal offices in Durham, North Carolina.

WITNESSETH:

THAT WHEREAS, Developer is the owner of a tract of land lying on both sides of SR 1739 and bounded by Garrett, Winstead and the Flat River, containing approximately 73.316 acres as shown on a plat recorded in the CP & L Book at page 11 in the Person County Registry, and being the same property conveyed to Developer by Deed recorded in Deed Book 139 at page 459, Person County Registry (all of which is hereinafter referred to as the Premises); and

THAT WHEREAS, Developer proposes to develop and improve the Premises as a subdivision to be known as CEDAR LAUREL, and to that end have secured a survey of the Premises by Phillip J. Hall, Registered Land Surveyor, which survey divides the Premises into 13 lots and creates one or more perpetual non-exclusive 60 foot wide right of way easements for ingress, egress and regress to and from said lots through said Premises to SR 1739; and

THAT WHEREAS, Developer desires to assure to purchasers of CEDAR LAUREL lots the development of a harmonious community of people and homes, to protect the Developer and owners of said building sites against such improper use of surrounding building sites as may depreciate the value of the property of said Developer and owners, to preserve, so far as is practicable, the natural beauty of said property, and to provide for the maintenance of roadways, signs and any other common facilities in CEDAR LAUREL; and

THAT WHEREAS, Developer has deemed it advisable to provide for an owners association to be delegated and assigned the powers of maintaining common roads

and facilities and enforcing the restrictions set forth herein and to collect and disburse the charges herein after created, said owners association to be incorporated as CEDAR LAUREL HOMEOWNERS ASSOCIATION, INC. a non-profit corporation.

NOW THEREFORE, it is declared by the Developer that:

1. Except for special common areas designated by the recorded plat, the premises described above are hereby made subject to the protective and restrictive covenants hereinafter set forth.
2. Each lot above described shall constitute a single residential building site and shall be used for single or multi-family residential purposes only. No more than one residential building or mobile home shall be placed on any one lot. Developer retains the absolute right to change the boundaries of or resubdivide any lot prior to sale, but once conveyed to third party purchasers, the size, shape and location of the lots as conveyed shall be adhered to, and no lot or group of lots may be resubdivided so as to produce a greater number of smaller lots. Two contiguous lot owners may subdivide a lot between them, but only one residential building may be placed on the combined original lot and the subdivided portion of any lot. Adjoining property owners may also adjust a common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange conforms in all respects with this and all other provisions of these covenants.
3. No residential building or mobile home less than 840 square feet, exclusive of porches, carports, decks or other out structures, shall be placed on any lot. No mobile home or trailer older than 3 years or more from date of manufacture shall be placed on a lot unless approved by Developer.
4. Each owner of a lot shall at all times maintain the lot and structures thereon in a well-kept condition.

5. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with generally recognized good standards for health and meet local and State regulations. Septic tank and well location must be approved and comply with local health regulations.

6. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the Premises, except for an entranceway sign and any sign not more than 4 feet square in area advertising the property for sale or rent; or except signs used by Developer to advertise the property for sale. No trade materials, inventories or inoperable vehicles of any kind may be stored upon the Premises. No industrial or commercial trade, activity or business of any kind whatsoever shall be conducted upon said Premises, except with the prior approval of the Developer.

7. No building or approved mobile home shall be placed nearer than 50 feet to the side of rear property line or nearer than 100 feet from the front plat line (center-line of the rights-of-way shown on said plat). If the lot is a corner lot the side setback requirement will be 100 feet from the center-line of the side street. The initial owner must secure the prior approval of Developer for the location of all such residential structures and mobile homes, and the Developer in their sole discretion, may allow variances to an initial owner from the above stated setback requirements.

8. All mobile homes must be placed and anchored on permanent foundations and be skirted in a manner approved by Developer.

9. No horses, poultry, fowl, swine, cattle or other animals, with the exception of usual domesticated household pets, shall be maintained or kept upon any lot.

10. All homes shall meet the North Carolina Uniform Residential Building Code.

11. Developers will cut, grade and rock roadways within the 60 foot right-of-way shown on said plat (except for SR 1739), but said roadways may not be accepted by the State or county for future maintenance. Until such acceptance, maintenance of said roadways will be the responsibility of the CEDAR LAUREL HOMEOWNERS ASSOCIATION, INC. (hereinafter Association). Developer will maintain roadways through December 31, 1983. After this time (effective January 1, 1984) the Association will contract out or otherwise provide for maintenance of said roadways when needed, and shall have the power as hereinafter set forth, to specially assess equally all lot owners in CEDAR LAUREL SUBDIVISION.

12. Each owner of any building site described above, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, shall be deemed to covenant and agreed to become a member of and to pay to CEDAR LAUREL HOMEOWNERS ASSOCIATION, INC. such dues, assessments or charges as shall be fixed and determined, from time to time, by the Association (except as hereinafter provided). Such dues, assessments or charges, when fixed by the Association or Developer shall become a lien upon the Lot on account of the ownership of which such assessments or charges are made. The purpose of such dues, assessments or charges shall be to meet and defray the costs of private street maintenance by special annual assessment as described in paragraph 11 above and by a regular annual assessment for all such other maintenance, installation or related expenses as shall occur or come about by reason of private ownership (by the Association and by the individual building site owners) of the right-of-way and any other common areas of CEDAR LAUREL SUBDIVISION, as shown on the plat or as may be added from time to time. Special and regular annual dues are payable on the first day of January of each year and for the year 1984, the annual charge or lien on a lot shall be such amount as shall be agreed upon between the purchaser

thereof and Developer.

13. The charges described in Paragraphs 12 and 13 above and the lien thereof shall be subordinate to the lien of any mortgage or deed or trust now or hereafter placed upon the property of any parcel thereof; provided, however, that such subordination shall apply only to the charges which shall have become payable prior to the sale of such parcel pursuant to foreclosure of such instrument. Such sale shall not relieve the parcel from liability for charges thereafter becoming due hereunder nor the lien of any charge or installment thereof thereafter becoming due.

14. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of five years, unless by vote or a majority of the Association members, it is agreed to change said covenants in whole or in part or to terminate them, which said changes or termination shall be placed in writing, signed by the officers or the Association and placed on record in the Percon County Registry.

15. In the event that the owner of any lot, or his heirs or assigns, shall violate or attempt to violate, any of these covenants, then the Association or any other owner of a lot within CEDAR LAUREL SUBDIVISION is empowered 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 it, her, him or them from so doing or recover damages or other dues for such violation.

16. Invalidation of any one of these covenants by Court decree or other means shall in no way affect any of the other covenants set forth hereto; and they shall remain in full force and effect.

IN WITNESS WHEREOF, William P. Whisanant and wife Joan F. Whisanant have hereunto set their hands and adopted seals to this declaration the date and year first above written.

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William P. Whisnant (SEAL)  
William P. Whisnant

Joan F. Whisnant (SEAL)  
Joan F. Whisnant

NORTH CAROLINA

PERSON COUNTY

I, a Notary Public of the County and State aforesaid, certify that William P. Whisnant and wife Joan F. Whisnant personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 27th day of October, 1983.



Joan F. Whisnant  
Notary Public

My Commission Expires: June 27, 1987

North Carolina  
Person County

The foregoing certificate of KAREN K. HICKS, a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 176, Page 32. This 28 day of October, 1983 at 9:20 o'clock A.M.

J. BEN KIRBY

J. Ben Kirby  
J. Ben Kirby, Register of Deeds

J. BEN KIRBY  
Register of Deeds