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by: AMANDA W. GARRETT
REGISTER OF DEEDS
BOOK 555 PAGE 671

Prepared by and return to: James W. Tolin, Jr.,
112 South Main St.
Roxboro, N.C. 27573

**NORTH CAROLINA
PERSON COUNTY**

**DECLARATION OF PROTECTIVE COVENANTS and ROADWAY
MAINTENANCE AGREEMENT FOR SOUTHERN ACRES PHASE VI SUBDIVISION**

**PROPERTY OF "L" PROPERTIES
PERSON COUNTY, NORTH CAROLINA**

This Declaration, agreement and covenant, made and entered into this 22nd day of August, 2005, by and between "L" Properties, LLC, a North Carolina Limited Liability Co., (the "Declarant"), and its successors in title to any portion of the lands hereinafter described, parties of the second part;

WITNESSETH:

THAT WHEREAS, Declarant is seized of fee simple absolute in and to real property located in Roxboro Township, Person County, North Carolina, and being more particularly described as follows:

Lying and being in Roxboro Township, Person County, North Carolina and being those parcels of land described by plats of survey entitled "Subdivision Survey of SOUTHERN ACRES PHASE VI", prepared by Ernest B. Wood, Jr., dated March 2005, recorded in Plat Cabinet 14, Hangers 143, Person County Registry.

The above described property shall hereafter be referred to as "the property" and/or the "Subdivision".

AND WHEREAS, Declarant desires to restrict the use of the aforescribed property for the benefit of himself and for the benefit of his heirs and successors in title;

NOW THEREFORE, in consideration of the premises, Declarant hereby covenants and agrees with purchasers of the various lots of the property described and referred to aforesaid, and with each of them, that the property described and referred to above is and shall be held and shall be conveyed subject to the restrictions, reservations, covenants, conditions, servitudes, easements, agreements, liens and charges set forth hereinafter, which is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Declarant, his heirs, successors and assigns, and the several purchasers, their heirs, successors and assigns, and shall be binding upon all of the afore described real property.

I.

ROAD MAINTENANCE AND REVIEW COMMITTEE

Section 1. Road Maintenance. The expense of maintaining the road in the subdivision, in a condition, reasonably suitable for residential vehicular traffic, shall be equally apportioned among each of the several lot owners in the subdivision on a prorata basis, with the owner of each lot served by said roadways paying an equal amount per year for such maintenance. Maintenance shall be determined and provided for by a roadway maintenance committee composed initially of the Declarant, and after all lots in the subdivision are sold, of three persons, each elected by majority vote of the various lot owners. This committee shall establish a roadway maintenance fund and make all decisions as to the type and timing of maintenance. All purchasers of the subject lots hereby bind themselves, their heirs, successors, and assigns to this Roadway Maintenance obligation, and the same shall constitute a lawful obligation of each lot owner and shall be enforceable against said lot owners by the maintenance committee pursuant to all legal remedies allowed for the collection of debts.

Section 2. Subdivision Review Committee. There shall be Southern Acres Phase VI Subdivision Review Committee of one or more persons to be appointed by the Declarant. After all lots in the subdivision are sold, the Review Committee shall be elected by the lot owners by majority vote as to number of members and who the members are.

II.

TERM AND AMENDMENTS

Section 1. Term. All of the restrictions set forth or provided for in this Declaration (or any supplementary Declaration) shall be deemed covenants running with the land, and any and every conveyance of any part of the property shall be absolutely subject to the said restrictions whether or not it shall be so expressed in the deed or other conveyance thereof. The said restrictions shall continue with full force and effect against both the property and the owner thereof, and all persons claiming under them, unless amended as hereinafter provided, until January 2, 2035, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless not less than two (2) months prior to January 1, 2035, or not less than two (2) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement shall be recorded in the Office of the Register of Deeds of Person County, by the terms of which any of said restrictions may be changed, modified, or extinguished in whole or in part as to all of the property or such part thereon as may be described in the said agreement, in the manner and to the extent set forth in said agreement, which shall be duly executed and acknowledged by the then owners of record or more than one-half in area of the premises therein described which are then subject to this Declaration and subject to the payment of the charges created by Article II hereof. In the event that any such written agreement of change or modification be duly executed and recorded, the original restrictions as therein modified shall continue in force for successive period of ten (10) years each unless and until further changed, modified, or extinguished in the manner herein provided. Such agreement when recorded shall be effective as of January 1, 2035, or as of the end of the succeeding ten (10) year period during which said agreement shall be recorded.

Section 2. Amendment by Declarant. The Declarant reserves the right to amend these restrictive covenants at any time in his sole discretion until all of the property area subject to these restrictions is sold by the Declarant.

III.

RESTRICTIVE COVENANTS

Section 1. Plan Review. No dwelling, including the garage, whether attached or detached from the main dwelling, outbuilding, fence or any other structure shall be constructed, situated, or allowed to remain on any lot, unless the plans and specifications (including but not limited to exterior paint & trim colors, roof shingles & color) and location of the same shall have been approved in writing by the Review Committee. The approval or disapproval of specifications, plan, and location to be made by the Review Committee shall be reasonable and made in good faith.

All parties to these Covenants, whether Declarant, lot owner, or prospective purchaser, acknowledge that such approval shall take into account the nature of the improvements and the harmony of the proposed improvements with the surroundings, other buildings within the subdivision and topography of the lot. It is the intent of this Declaration of Restrictions and Covenants to promote the maximum maintenance of all trees and the natural setting and appearance of the lots.

Each lot owner shall prior to the commencement of construction submit a copy of the proposed plans and specifications, including site plan and landscaping plan, to the Review Committee. Approval of such plan, specifications, site plan and landscape plan shall be evidenced by written endorsement of the Review Committee on such plans and maps, copies of which shall be delivered to the owner or owners of the lot upon which the prospective structure is contemplated prior to the beginning of construction. No external structural changes or deviation in or from such plans and specifications as approved shall be made without the prior written consent of the Review Committee.

The Declarant, or the Review Committee shall be entitled to injunctive relief to stop or require the modifications, relocation, or removal of any construction in violation of these restrictions.

Section 2. ~~Single Family Dwellings.~~ No structure other than one single family dwelling to be used for residential purposes, and accessory non-residential outbuildings not exceeding 225 square feet, a detached two car garage or in ground pool will be permitted.

Section 3. ~~Size of Dwellings.~~ No dwelling shall be erected or placed on any lot that has a permanently enclosed and heated living area of less than 1400 square feet.

Section 4. ~~Detached Garages and Outbuildings.~~ No outbuilding of any kind that is larger than a two (2) car garage will be permitted. Any outbuilding or detached garage is to be constructed in architectural conformity with the construction of the residence. Any outbuilding must be located to the rear of the main residence.

Section 5. ~~Building Setbacks.~~ All structures, excluding well houses not exceeding 3' X 3', must have at least a 60' or more front setback (corner lots are considered to have double frontage regardless of drive access), 20' side and 25' rear setbacks.

Section 6. ~~Driveways.~~ All driveways are to be gravel or paved with concrete, asphalt or brick or other such material approved by the developer.

Section 7. ~~Swimming Pools.~~ Below ground pool will be permitted provided that it is located to the rear of the main residence. Above ground pools are prohibited unless approved by Review Committee.

Section 8. ~~Fuel Tanks.~~ All fuel tanks shall be located underground.

Section 9. ~~Exterior Lights.~~ Any exterior lights shall be installed and shielded so as not to disturb abutting or nearby neighbors.

Section 10. ~~Recreational Vehicles, Campers and Boats.~~ Recreational vehicles, campers, boats shall be concealed from public view. On street parking of lot owner's vehicles shall be prohibited.

Section 11. ~~Fruit and/or Vegetable Gardens.~~ Fruit and/or vegetable gardens must be located to the side or rear of the main residence.

Section 12. ~~Junk Storage.~~ The exterior storage of junk, including but not limited to appliances, motor vehicle parts, inoperable machinery is prohibited.

Section 13. ~~Telephone/Cable and Utility Connections.~~ All telephone/cable and utility connections between the main lines and the structures located on the lots shall be concealed and located underground.

Section 14. Fence Placement. Fences are prohibited in front of the main residence. Plans to be approved prior to construction by the Review Committee.

Section 15. Trash/Garbage Receptacles. Trash, garbage or other waste shall be kept in sanitary containers which are screened from view and located behind the main residence, except that containers may be placed at the road side up to twenty-four (24) hours prior to scheduled collection.

Section 16. Signs. All signs other than "For Sale" or "For Rent" signs not exceeding 2' X 4' in size to be placed within the subdivision must be approved by the Declarant, its successor or assigns. Declarant shall be permitted to maintain signs for promoting sales for lots it owns, even though the signs may exceed 2' X 4'.

Section 17. Maintenance Responsibility. Each lot owner shall maintain and preserve his lot in a clean, sanitary, orderly and attractive appearance within the spirit of the development. Lot Owners shall be responsible for maintaining that portion of the street right-of-way between their lots and portion of the street right-of-way between their lots and the pavement.

Section 18. Residential Repair/Alteration. Construction of new residential buildings only, and subsequent repair, alteration and remodeling, shall be permitted on any lot.

Section 19. Animals. No animals or poultry, with the exception of domestic pets shall be kept or maintained on any lot. Domestic pets may be kept on lots only in limited numbers, but only if reasonable regulation of control and sanitation is provided. Domestic pets may not be kept, bred or maintained for any commercial purpose.

Section 20. Business Activities. No business activity, trade, or profession of any kind shall be carried or practiced on any lot except office type activities that do not cause increased vehicular traffic in the Subdivision and/or are not apparent from the exterior of the home.

Section 21. Foundation Requirements. All foundations shall be brick and all houses shall have gutters.

Section 22. Covenants and Restrictions Binding. All covenants and restrictions shall apply to all lots within the Subdivision and any additions thereto, purchased hereafter from the Developer or any other party.


Section 23. Yard Maintenance. All lot owners shall plant and maintain grass and shrubbery on all parts of their lot(s) except those areas containing dense tree growth.

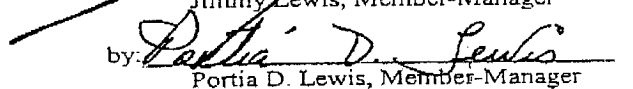
Section 24. Mobile / Manufactured Homes

No manufactured/HUD Code home (commonly known as mobile home) or on-frame modular home shall be allowed or maintained upon any lot. Only conventional "stick built" and off-frame modular homes shall be built, allowed or maintained on any lot.

Invalidation of any one or more of these restrictions shall in no way affect any of the other provisions of expressly held to be void, and all other such provisions shall remain in full force and effect.

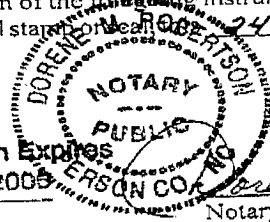
"L" Properties, LLC

by: 
Jimmy Lewis, Member-Manager

by: 
Portia D. Lewis, Member-Manager

NORTH CAROLINA
PERSON COUNTY

I, Dorene M. Robertson, a Notary Public of the County and State
aforesaid, certify that Jimmy Lewis and Portia D. Lewis personally appeared before me this day and
acknowledged that they are managers of "L" Properties, LLC, a Limited Liability Company and
further acknowledged the execution of the foregoing instrument on behalf of the Limited Liability
Company. Witness my hand official stamp on this 24 day of August,
2005.



My Commission Expires June 16, 2005
My Commission Expires June 16, 2005 Dorene M. Robertson
Notary Public

NORTH CAROLINA
PERSON COUNTY

The foregoing Certificate(s) of Dorene M. Robertson (Person Co., NC Notary Public)
is/are certified to be correct. This instrument was presented for registration and recorded in this
office at Book 555, Page 671.

This the 21st day of September, 2005, at 4:28:32 o'clock P.M.

Amanda W. Garrett
Register of Deeds
Amanda W. Garrett

by Jaye Snyder, Deputy